

### LEMOORE CITY COUNCIL COUNCIL CHAMBER 429 C STREET October 1, 2019

### **AGENDA**

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

### 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.

### 5:30 pm STUDY SESSION

SS-1 Groundwater Sustainability Act (Speer)

### **CLOSED SESSION**

1. Liability Claim

Government Code Section 54956.95

Mr. Mark Oliver Stack represented by Law Office of Darryl B. Freedman, Inc.

Agency Claimed Against: City of Lemoore

2. Liability Claim

Government Code Section 54956.95

Ms. Rodelia Villa

Agency Claimed Against: City of Lemoore

3. Liability Claim

Government Code Section 54956.95

Mr. Dallas Jewell

Agency Claimed Against: City of Lemoore

4. Conference with Real Property Negotiators

Government Code Section 54956.8

Property: APN 024-080-068 and APN 024-080-070 Agency Negotiator: Nathan Olson, City Manager

Negotiating Parties: Sigra, LLC Under Negotiation: Price and Terms

### **ADJOURNMENT**

### 7:30 pm REGULAR SESSION

- a. CALL TO ORDER
- b. INVOCATION
- c. PLEDGE OF ALLEGIANCE
- d. ROLL CALL
- e. 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 three (3) minutes each and it is requested that no comments be made during this period on items on the Agenda. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Council, any handouts for Council will be provided to the City Clerk for distribution to the Council and appropriate staff.

### CEREMONIAL / PRESENTATION - Section 1

No Ceremonial / Presentation

### <u>DEPARTMENT AND CITY MANAGER REPORTS – Section 2</u>

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 September 17, 2019
- 3-2 Approval Adoption of Resolution 2019-40 Authorizing the Application for, and Receipt of, SB2 Planning Grant Program Funds
- 3-3 Approval Denial of Claim for Mr. Dallas Jewell
- 3-4 Approval Denial of Claim for Mr. Mark Stack
- 3-5 Approval Denial of Claim for Ms. Rodella Villa
- 3-6 Approval Adoption of Resolution 2019-41, Establishing Lozano Smith as the City Law Firm of Record

#### PUBLIC HEARINGS – Section 4

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

- 4-1 Public Hearing Resolution 2019-37 Amending the Master User Fee Schedule to Add Cannabis Fees Associated with Permits and Applications (Speer)
- 4-2 Public Hearing Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and Valley Pure Lemoore, LLC. (Olson)

### NEW BUSINESS - Section 5

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

5-1 Report and Recommendation – Approval of the Recommended City Positions for the 2019 League of California Cities Annual Conference Resolutions

### CITY COUNCIL REPORTS AND REQUESTS - Section 6

6-1 City Council Reports / Requests

### **ADJOURNMENT**

### **Upcoming Council Meetings**

- City Council Regular Meeting, Tuesday, October 15, 2019
- City Council Regular Meeting, Tuesday, November 5, 2019

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the City Hall, 119 Fox St., Written communications from the public for the agenda must be received by the City Clerk's Office no less than seven (7) days prior to the meeting date. The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. Should you need special assistance, please call (559) 924-6744, at least 4 business days prior to the meeting.

### **PUBLIC NOTIFICATION**

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above City Council Agenda for the meeting of October 1, 2019 at City Hall, 119 Fox Street, Lemoore, CA on September 27, 2019.
//s// Marisa Avalos, City Clerk



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

### **Staff Report**

Item No: SS-1

To: Lemoore City Council

From: Michelle Speer, Assistant City Manager/Administrative Svcs. Director

Date: September 16, 2019 Meeting Date: October 1, 2019

**Subject: Groundwater Sustainability Act** 

Strategic Initiative:

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

### **Proposed Motion:**

Information Only.

### **Subject/Discussion:**

On August 28, 2019, two Council Members and City Manager Nathan Olson participated in the recent regional government coordinating meeting in Avenal, California. At that time, Councilmember Brown expressed an interest in knowing more about the California Sustainable Groundwater Management Act ("SGMA") and how its implementation might affect local water resources. Given that members of the Kings County Board of Supervisors actively sit on one of the governing boards of the Groundwater Sustainability Agencies ("GSAs") responsible for implementing SGMA and advise four other GSAs, the County offered to update the City Council on the impact and status of SGMA implementation. To that end, Julianne Phillips, Director of the County's Division of Water and Natural Resources, will present on the current state of SGMA implementation and important upcoming events.

### Financial Consideration(s):

Not Applicable.

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

Not Applicable.

### <u>Commission/Board Recommendation:</u> Not Applicable.

### Staff Recommendation: Information Only.

Attachments:	Review:	Date:
☐ Resolution:		09/23/19
☐ Ordinance:	□ City Attorney	09/26/19
☐ Map	□ City Clerk	09/27/19
☐ Contract	□ City Manager	09/27/19
☐ Other	⊠ Finance	09/25/19
List:		

### September 17, 2019 Minutes Lemoore City Council Study Session

CALL TO ORDER:

At 6:30 p.m., the meeting was called to order.

ROLL CALL: Mayor: NEAL,

Mayor Pro Tem: PLOURDE

Council Members: BROWN, LYONS, SCHALDE

City Staff and contract employees present: City Manager Olson; City Attorney VanBindsbergen; Attorney Jim Sanchez; City Clerk Avalos;

### CLOSED SESSION PUBLIC COMMENT

There was no Public Comment.

Council adjourned to Closed Session at 6:31 p.m.

### **CLOSED SESSION**

1. Public Employee Performance Evaluation Government Code Section 54957 Title: City Attorney

Council adjourned at 7:20 p.m.

# September 17, 2019 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: NEAL

Mayor Pro Tem: PLOURDE

Council Members: BROWN, LYONS, SCHALDE

City Staff and contract employees present: City Manager Olson; City Attorney Lerner; Public Works Director Rivera; Community Services Director Holwell; Parks and Recreation Glick; Police Chief Smith; City Clerk Avalos; Finance Manager Beyersdorf; Management Analyst Champion; Utilities Manager Souza.

### **PUBLIC COMMENT**

Ed Rogers encouraged everyone to go to the NAS Lemoore Air Show. He stated that there is a lot going on this weekend.

### CEREMONIAL / PRESENTATION – Section 1

### <u>DEPARTMENT AND CITY MANAGER REPORTS – Section 2</u>

### 2-1 Department & City Manager Reports

Parks and Recreation Director Glick updated Council on ongoing Recreation programs. There are currently 297 children registered. The Youth Scholarship Golf Tournament is being held on Friday. There are currently 12 teams registered. Gave a shout out to the Maintenance staff for their hard work on moving offices from City Hall to CMC.

Public Works Director Rivera updated Council on Public Works projects. Bug infested trees on the empty lot on Tammy Lane have been removed. Thanked Mr. Hurtado for working with the City. On Fox street during the overlay project, staff discovered a leaking fire hydrant valve. Leprino has to shut down for the repair. Vine Street South of Iona has been paved. PG&E installed 4 street lights on power poles from South of 198 to Iona Avenue,

City Manager Olson reported that Finance Offices completed the move from City Hall to the CMC. Thanked Ray and his staff. Blue Angels and surfing is happening this weekend. Hotels and restaurants will be served. He had the honor of attending the Commemoration Ceremony 55<sup>th</sup> Anniversary of the Gulf of Tonkin Incident. Community Round Table is scheduled for Thursday, October 3<sup>rd</sup> at 5:30 p.m. in the CMC Conference Room.

### CONSENT CALENDAR - Section 3

- 3-1 Approval Minutes Regular Meeting September 3, 2019
- 3-2 Approval Appointment of Voting Delegate for League of California Cities Annual Conference
- 3-3 Approval Purchase of BIO ENERGIZER from Probiotic Solutions
- 3-4 Approval Tract 839 Resolution 2019-38 of Intention to (i) Annex and Include Additional Territories in Public Facilities Maintenance District No. 1 in the City of Lemoore, and (ii) Levy and Collect Annual Assessments in Such Annexed Territories for Fiscal Year 2020/2021 and Thereafter
- 3-5 Approval Resolution 2019-39 Establishing New Repayment Terms of the Interfund Loan between the Water Fund (050) and the Wastewater Treatment Plant (WWTP) Set Aside Fund (060)

Item 3-2 pulled for separate consideration.

Motion by Mayor Pro Tem Plourde, seconded by Council Member Lyons, to approve Consent Calendar as presented, except item 3-2.

Ayes: Plourde, Lyons, Schalde, Brown, Neal

3-2 Approval – Appointment of Voting Delegate for League of California Cities Annual Conference

Motion by Council Member Schalde, seconded by Council Member Lyons to appoint Mayor Neal as the Voting Delegate and Council Member Lyons as the Alternate for the League of California Cities Annual Conference.

Ayes: Schalde, Lyons, Brown, Plourde, Neal

### PUBLIC HEARINGS - Section 4

No Public Hearings

### NEW BUSINESS - Section 5

No New Business

### CITY COUNCIL REPORTS AND REQUESTS - Section 6

### 6-1 City Council Reports / Requests

Council Member Brown stated there is a South Fork Kings meeting on Thursday at 5:30 p.m. in the Council Chamber.

Council Member Lyons attended the Hind's Construction ribbon cutting. Thanked LVFD for flying the American Flag all day on 9/11. He has a KCAO meeting on Wednesday and Thursday this week. Kings County Commission on Aging will be hosting a picnic on Friday at Burris Park.

Council Member Schalde also thanked LVFD for flying the American Flag on 9/11. He looks forward to this weekend with all the people coming to town. He hopes that next time there is more collaboration so that these big events do not happen on the same weekend. Hanford, Tulare and Visalia will be benefitting economically because Lemoore does not have enough to accommodate the amount of people. He will be hosting a town hall meeting on October 10<sup>th</sup> at 6:00 p.m. The location is still TBD.

Mayor Pro Tem Plourde stated that he is an alternate for Council Member Brown on three committees that he is currently on. He intends to visit the meetings as an alternate next week to get up to speed on what he has been doing on the committee for the last two and a half years.

Mayor Neal asked for consensus for a study session in regards to saving the building located at 400 West D Street for historical purposes.

Consensus was received to come back with a Study Session.

# At 7:54 p.m., Council adjourned. Approved the 1st day of October 2019. APPROVED: Edward Neal, Mayor ATTEST: Marisa Avalos, City Clerk



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

### **Staff Report**

Item No: 3-2

To: Lemoore City Council

From: Judy Holwell, Community Development Director

Date: September 19, 2019 Meeting Date: October 1, 2019

Subject: Adoption of Resolution 2019-40 Authorizing Application for, and Receipt

of, SB2 Planning Grant Program Funds

**Strategic Initiative:** 

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
	□ Operational Excellence
□ Community & Neighborhood Livability	☐ Not Applicable

### **Proposed Motion:**

Adopt Resolution 2019-40 authorizing application for, and receipt of, SB2 Planning Grant Program funds.

### Subject/Discussion:

In 2017, Governor Brown signed a series of bills aimed at addressing the state's housing shortage and high housing costs. Specifically, it included the Building Homes and Jobs Act (SB 2), which establishes a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. Monies that have been collected for the first year of the program are to be allocated to cities and counties to allow them to update their codes, policies, and procedures in ways that will further streamline the approval of new housing projects. Each city in the State was allocated a specific amount. The amount allocated to Lemoore is \$160,000. The program is administered by the Department of Housing and Community Development (HCD), the same department that certifies the City's Housing Element. To apply for the grant, a resolution and an application are required to be approved by City Council prior to submittal, and both of these documents are attached for Council's consideration.

City staff has identified three projects that appear to be eligible projects according to HCD. They are described below:

Project 1 – Update residential sections of the Zoning Ordinance - The City will review the residential zones, the development standards that apply to residential development, and the processes for approval of projects in the Zoning Ordinance. The City will review the existing General Plan land use designations and Zoning Map to consider rezoning undeveloped property to allow more higher density residential development. Specific focus will be on: the Mixed Use zone, which appears to be discouraging development, and considering whether other zones that would allow higher density residential development would be more appropriate; review of the Planned Unit Development (PUD) process to consider options for more streamlining; review and update of the City's site plan review process; update of residential standards for accessory dwelling units; review and update of density bonus procedures; and other standards and processes that could encourage the development of more housing. This project will likely require CEQA review for General Plan and Zoning Map changes; a mitigated negative declaration is preliminarily anticipated.

Project 2 – Update Subdivision Ordinance and Subdivision approval processes - The City will review and update the City Subdivision Ordinance. The City will review and update the process for subdivision improvements approvals, subdivision improvement agreements, plan checks, and public facilities maintenance district establishment processes. The focus will be on improving processing times, streamlining maintenance cost processes, and providing better coordination between planning, engineering, and public works policies.

Project 3 – Housing Database - The City will conduct an inventory of existing housing and available sites. The inventory will determine the number of different types of housing based on affordability, single-family vs. multi-family vs. accessory, and general condition. A system will be developed to track and update this data to streamline the process of preparing future housing inventory updates to HCD and the data will be stored in the City's GIS system. The timing of the inventory will coincide with the 2020 US Census to allow comparison and combination of the data.

This is not a competitive application process. All indications from HCD are that if an application is made, the City will receive funding. The deadline to submit an application is November 1, 2019.

### Financial Consideration(s):

A grant application of \$160,000 is proposed. No City match is required.

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

The receipt of grant funds will avoid the use of funding from the City's General Fund to improve our housing policies, processes and database. Alternatively, City Council could decline to apply for the grant funding.

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

None.

<u>Staff Recommendation:</u>
Staff recommends that City Council adopt Resolution 2019-40 authorizing application for, and receipt of, SB2 Planning Grant Program funds.

Date:	Review:	Attachments:
nager 09/25/19		⊠ Resolution:
09/26/19	□ City Attorney	□ Ordinance:
09/27/19		☐ Maps
09/27/19	□ City Manger	□ Contract
09/25/19		Other:
		Grant Applica
09/26/19 09/27/19 09/27/19	<ul><li>☑ City Attorney</li><li>☑ City Clerk</li><li>☑ City Manger</li></ul>	<ul><li>☐ Ordinance:</li><li>☐ Maps</li><li>☐ Contract</li><li>☒ Other:</li></ul>

### **SB 2 Planning Grants Program Application**



### State of California Governor Gavin Newsom

## Alexis Podesta, Secretary Business, Consumer Services and Housing Agency

# Ben Metcalf, Director Department of Housing and Community Development

2020 West El Camino, Suite 500 Sacramento, CA 95833

Website: http://www.hcd.ca.gov/grants-funding/active-funding/planning-

grants.shtml

Email: <a href="mailto:sb2planninggrant@hcd.ca.gov">sb2planninggrant@hcd.ca.gov</a>

March 28, 2019 Revised May 9, 2019

### **Planning Grants Program Application Packaging Instructions**

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Planning Grants Program (PGP) provisions of SB 2 (Chapter 364, Statutes of 2017). The PGP program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. Please refer to the SB 2 Planning Grants Program Guidelines and Notice of Funding Availability (NOFA) for detailed information on eligible activities, applicants, and awards. If you have questions regarding this application or the PGP, email sb2planninggrant@hcd.ca.gov.

If approved for funding, this grant application will be a part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

Pursuant to Section X of the NOFA, all applicants must submit a complete, signed, original application package and an electronic copy on CD or USB flash drive containing the following documentation, in the order listed below, to the Department by the specified due date in the Notice of Funding Availability (NOFA) in order to be considered for award:

- 1) A complete, signed, original application (the Department will only accept this fillable **pdf** as the application) with the following attachments:
  - a. Attachment 1: State and Other Planning Priorities (All applicants must submit this form to self-certify compliance)
  - b. Attachment 2: Nexus to Accelerating Housing Production NOTE: if the applicant is proposing only Priority Policy Areas (PPA), as defined in section VIII, subsection (3) of the NOFA, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.
- 2) A fully executed resolution authorizing application for, and receipt of, PGP funds (see Attachment 3: Sample Resolution).
- 3) A fully executed Government Agency Taxpayer ID Form (available as a download from the SB 2 Planning Grants webpage at http://www.hcd.ca.gov/grantsfunding/active-funding/planning-grants.shtml).
- 4) If the applicant is partnering with another local government or other entity pursuant to Article II, Section 200 of the SB 2 Planning Grant Program Guidelines (the "Guidelines"), include a copy of the legally binding agreement.

**NOTE:** All local governments must submit a separate, signed application package, notwithstanding whether it will partner with another form of government or entity. Only one application per locality will be accepted by the Department. Joint applications are not allowed.

### A. Applicant Information

Pursuant to Article II, Section 200 of the Guidelines, local governments may partner through legally binding agreements with other forms of governments or entities. However, all local governments must submit separate, signed application packages that identify their respective responsibilities and deliverables, even if partnering with other entities.

					government entity?
	*Yes			,	clude a fully executed copy of the legally binding
	No	agreement. Pro	ovide	the partners' name(s	s) and type(s) below for reference only.
Comple	ete the f	following Appli	cant	information	
Applicar	nt's Nam	ne			
Applicar	nt's Age	псу Туре			
Applicar	nt's Mail	ing Address			
City					
State	(	California		Zip Code	
County					
Website	!				
Authoriz	ed Rep	resentative Nam	ne		
Authoriz	ed Rep	resentative Title	!		
Phone				Fax	
Email					
Contact	Person	Name			
Contact	Person	Title			
Phone				Fax	
Email					
Partner	(s) Nam	e (if applicable	e)		
Partner	Agency	у Туре			
Partner	(s) Nam	e (if applicable	e)		
Partner	Agency	у Туре			
Propose	ed Grant	Amount	\$		
B. Appl	icant C	Certification			
Planning	Grants	Program (PG	P), t	he	ertify that if approved by HCD for funding through the assumes the
•				•	vailability and PGP guidelines, and certifies that the is application are true and correct.
Signature	:			Na	ame:
Date:		Tit	le:		

### C. Threshold Requirements

Pursuant to Section 201(a) through (d) of the Guidelines, all applicants must meet the following threshold criteria in items 1-4 below to be eligible for an award.

			t have an adopte ore the date of the							
-	Yes	Date of H	CD Review Letter	:						
	No				<b>—</b>					
	The A	Applicant re	quests HCD to co	nsider housing ele	ement complia	nce threshold	as met	due to	signif	icant
	progr	ess achieve	ed in meeting hous	sing element requi	irements.					
			submitted to the						curre	nt <u>or</u>
	Yes		ļ.	\PR			ate Sub	mitted		
				CY Report						
			2018 (	CY Report						
	No									
		pplicant ut	tilizing one of th	e Priority Policy	Areas liste	d below (as	defined	in se	ection	VIII,
		*If the app	olicant is proposing							
	*Yes		ant is proposing to							
			n must demonstra n by filling out Atta			ve a nexus to	acceiera	ating no	ousing	}
		production		Specific Plans or	Accessory				sing rel	
		ne to permit	Objective design and development	form based codes coupled with	Dwelling Units				astructi cing an	
	t	y-right	standards	CEQA	other low-cost		ssing	re	eduction	n
				streamlining	3			St	trategie	S
			icant is not propos nent the plans or p							
	No		conable and verifi							
			o section VIII, sub						1-1-	
	<b>T</b> l			- d - 0 0-30		-I DDA I i-		. ( ( )	la a 0	L
			proposing PPAs ar nexus to accelera					strating	now t	nese
	aouri			g riedeling pred						
4 Do	as the	annlicant	demonstrate tha	t the locality is c	onsistant wit	h Stato				
			orities, as certifie	•		n otate	Yes		*No	
			be demonstrated st five years, as ce		•	rily proposed i	for SB 2	funding	g) that	were
			signed resolution mple Resolution	n included with t	the application	on package?	Yes		No	

### D. Proposed Activities Checklist (Section VI, items (1) through (17) of the NOFA)

Check all activities the locality is undertaking for their PGP efforts below. Activities must match **Section E. Project Description**, and **Section F. Timeline and Budget**.

1	updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans
2	updates to zoning ordinances
3	environmental analyses that eliminate the need for project-specific review
4	local process improvements that improve and expedite local planning
5	a smaller geography with a significant impact on housing production including an overlay district, project level specific plan or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
6	the creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017)
7	workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017)
8	zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
9	zoning incentives for housing for persons with special needs, including persons with developmental disabilities
10	rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability
11	rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps)
12	pre-approved architectural and site plans
13	regional housing trust fund plans
14	funding plans for SB 2 Year 2 going forward
15	infrastructure financing plans
16	environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production
17	Other activities demonstrating a nexus to accelerating housing production

# **E. Project Description** Provide a description of the project and the scope of work to be performed below. Use Appendix A for additional information if necessary. **Note**: If partnering with another local government or entity, be sure to clarify the responsibilities and deliverables of your locality pursuant to such partnership.

### F. Project Timeline and Budget

Project Goal(s)							
Objective	Responsible Party	Est. Cost	Begin	End	Deliverable	*PPA	Notes
•							
	Total Est. Cost \$						
*Priority Policy Area (PPA)	Total Est. Cost \$						

<sup>\*</sup>Priority Policy Area (PPA)

### G. Legislative Information

District	#	Legislator Name
Federal		
Congressional District		
State Assembly		
District		
State Senate		
District		

Applicants can find their respective State Senate representatives at <a href="https://www.senate.ca.gov/">https://www.senate.ca.gov/</a>, and their respective State Assembly representatives at <a href="https://www.assembly.ca.gov/">https://www.assembly.ca.gov/</a>.

### Attachment 1: State and Other Planning Priorities Certification (Page 1 of 3)

Pursuant to Section 201(d) of the Guidelines, <u>all applicants</u> must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by certifying that at least one activity was completed in 1) State Planning Priorities (i.e., Infill and Equity, Resource Protection, Efficient Development Patterns) or 2) Other Planning Priorities (i.e., Affordability, Conservation, or Climate Change). Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years.

Complete the following self-certification by selecting one or more of the policy areas in the following tables by inserting the date completed for each applicable action, briefly describing the action taken, and certifying.

**State Planning Priorities** 

Date Completed Brief Description of the Action Taken
Promote Infill and Equity
Rehabilitating, maintaining, and improving existing infrastructure that supports infill development an
appropriate reuse and redevelopment of previously developed, underutilized land that is presently served be
transit, streets, water, sewer, and other essential services, particularly in underserved areas.
Seek or utilize funding or support strategies to facilitate opportunities for infill development.
Other (describe how this mosts subgress shipstive)
Other (describe how this meets subarea objective)
Promote Resource Protection
Protecting, preserving, and enhancing the state's most valuable natural resources, including working
landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats
and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscape
with locally unique features and areas identified by the state as deserving special protection.
Actively seek a variety of funding opportunities to promote resource protection in underserved communities.
Other (describe how this meets subarea objective)
Encourage Efficient Development Patterns
Ensuring that any infrastructure associated with development, other than infill development, supports ne
development that does the following:
(1) Uses land efficiently.
11) Odd land Chloraly.

Attachment 1: State and Other Planning Priorities Certification (Page 2 of 3)

(3) Is located in an area appropriately planned for growth.  (4) Is served by adequate transportation and other essential utilities and services.
(4) Is served by adequate transportation and other essential utilities and services.
(4) Is served by adequate transportation and other essential utilities and services.
(1) to control by adaptation transportation and control distribution and control of
(5) Minimizes ongoing costs to taxpayers.
(3) Will little So origining costs to taxpayers.
Other (describe how this meets subarea objective)
Other (describe now this meets subarea objective)
Other Blanching Brigatting
Other Planning Priorities
Affordability and Housing Choices Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability
terms.
Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family
neighborhoods with more housing choices and affordability.
Upzoning or other zoning modifications to promote a variety of housing choices and densities.
Utilizing surplus lands to promote affordable housing choices.
Clinzing durplae lands to promote anordable neading choices.
Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.
G00001 00002.10.
Other (describe how this meets subarea objective)
Oner (describe now this meets subarea objective)

Attachment 1: State and Other Planning Priorities Certification (Page 3 of 3)

	The state and other rianning rifordes certification (rage 5 or 5)			
	Existing Affordable Housing Stock			
	s or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park			
•	ndominium conversion ordinance and acquisition and rehabilitation of market rate housing			
programs.				
D " '				
	s and ordinances to protect and support tenants such as rent stabilization, anti-displacement			
9 ,	ght of refusal policies, resources to assist tenant organization and education and "just cause"			
eviction policies.				
Other (describe h	ow this meets subarea objective)			
Other (describe no	ow this meets subarea objective)			
Climate Adaptati	ion			
	s, zoning and site planning requirements that address flood and fire safety, climate adaptation			
and hazard mitiga				
and note and annuage				
Long-term plannin	ng that addresses wildfire, land use for disadvantaged communities, and flood and local hazard			
mitigation.				
Community engag	gement that provides information and consultation through a variety of methods such as			
meetings, worksh	nops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with			
disabilities, homel	less, etc.).			
Other (describe ho	ow this meets subarea objective)			
State and Other	r Planning Priorities Certification			
	enalty of perjury that all of the information contained in this PGP State Planning and Other			
Planning Priorities	s certification form (pages 9, 10, and 11 of this application) is true and correct.			
Certifying Officials	s Name:			
Certifying Official'	's Title:			
- <del>-</del>				
Certifying Official's Signature:				
2 j g	<del></del>			
Certification Date	e.			
	::			

### **Attachment 2: Application Nexus to Accelerating Housing Production**

Fill out Attachment 2 <u>only if the applicant answered "No" to item 3 in Section C or is utilizing Policy Priority Areas AND other activities not designated as such.</u> Applicants answering "Yes" to question 3 in Section C and utilizing <u>ONLY Priority Policy Areas</u> are automatically deemed to demonstrate a nexus to accelerating housing production, and do not need to complete this form.

Pursuant to section VIII, subsection (4) of the NOFA, applicants shall demonstrate how the application includes a nexus to accelerating housing production. Please complete the following chart by providing information about the current conditions and expected outcomes with respect to the planned activity and housing production. Please attach documentation as necessary and see the NOFA for additional details.

Quantify how the activity accelerates production below, and use Appendix B to explain the activity and its nexus to accelerating housing production.

Type (Select at least one)	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)				
Development cost (e.g., land, fees, financing, construction costs per unit)				
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)				
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)				

<sup>\*</sup> Baseline – Current conditions in the jurisdiction (e.g. 6-month development application review, or existing number of units in a planning area)

<sup>\*\*</sup>Projected – Expected conditions in the jurisdiction because of the planning grant actions (e.g. 2-month development application review)

<sup>\*\*\*</sup>Difference – Potential change resulting from the planning grant actions (e.g., 4-month acceleration in permitting, creating a more expedient development process)

### **Attachment 3: Sample Resolution**

# RESOLUTION NO. 2019-XX A RESOLUTION OF THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF \_\_\_[CITY, COUNTY NAME]\_\_\_ AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and
WHEREAS, the [City Council/County Board of Supervisors] of (City/County) desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and
WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.
NOW, THEREFORE, THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OFRESOLVES AS FOLLOWS:
SECTION 1. The [City Council/County Board of Supervisors] is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$
SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the [insert designee title, e.g. City Manager, Executive Office, etc] is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the [City/County's] obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").
SECTION 3. The [City/County] shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The [City Council/County Board of Supervisors] hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.
SECTION 4. The [insert the title of City Council/County Board of Supervisors Executive or designee] is authorized to
execute the [City/County] of Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the [City/County] as required by the Department for receipt of the PGP Grant.
ADOPTED, 2019, by the [City/County] Board of Supervisors of the County of by the following vote:
AYES: NOES: ABSENT: ABSTAIN:
County Executive ATTEST: APPROVED AS TO FORM:
County Clerk County Attorney

### Appendix A

Ise this area for additional information if necessary.	

### Appendix B

Use this area for additional information if necessary.

### Human Resources San Joaquin Valley Risk Management Authority

City of Lemoore

### **CLAIM FORM**

AUG 1 6 2019

(Please Type Or Print)



CITY OF LEMOSTE	
(Name of Entity)	
Claimant's name: DAUAS JEWEU	
SS#: Gender: Male Female	
Claimant's address:Telephone:	
Address where notices about claim are to be sent, if different from above:	
Date of incident/accident: 3-9-19	
Date injuries, damages, or losses were discovered: 3-9-19	
Location of incident/accident: 1099 Jase way, Lewoole, CA 93245	
What did entity or employee do to cause this loss, damage, or injury? Augu Robert Wiestweberro	
(Use back of this form or separate sheet if necessary to answer this question in detail.)	2600
What are the names of the entity's employees who caused this injury, damage, or loss (if known)?	
What specific injuries, damages, or losses did claimant receive? ELECTRICAL, A/C, HEATER, FAND    Sover   Defice   Divine   Desire   Dark Area Damages   COZ GHE YOKEN KE  (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 urisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]	
How was this amount calculated (please itemize)? Auronoile Estimate	
(Use back of this form or separate sheet if necessary to answer this question in detail.)	
Date Signed: 8-16-19 Signature:	
f signed by representative:	
Representative's Name Address	
Telephone #	
Relationship to Claimant	

General Diagram			No
HANEORS -ARM	cus Rb.		
			•
FRONTALLE ZS.			
109 JANE			
Street Incident  ↑ North	ts		
HANFORS-ARMONA RS	> •		
	1099	JANE	

### **AGUILAR'S AUTOMOTIVE**

1069 W IONA AVENUE, UNIT B LEMOORE, CA. 93245

Phone: 559-924-4772 Fax: 559-924-4706

Your STAR Smog Check Specialist

**ESTIMATE**#

009438

Estimate Date: 4/29/2019

BAR# 00269900

### **Estimate for Services**

Jewel, Dallas

2002 GMC - Yukon XL C1500 - 5.3L, V8 (325CI) VIN(Z)

Lic #: 94061 - WY

Odom. In: 0

Part Description / Number	Qty	Sale	Ext	VIN #: 3GKFK16Z4 2G217957 Labor Description Hours Extende
UNDER DASH WIRING HARNESS  15163903	_	1,057.00	1,057.00	DIAGNOSE BODY ELECTRICAL FAULT AND 0.50 52.5 ADVISE
EXTENSION WIRING HARNESS 15766022	1.00	113.00	113.00	*** Symptoms: *** PROBLEM WITH BODY COMPONENT/CIRCUIT CUSTOMER STATES BLOWER MOTOR, POWER WINDOWS, BLEND DOOR/TEMP CONTROL AND DASH LIGHTING NOT WORKING INSPECT WIRING HARNESS UNDER DASH FOUNI RODENT DAMAGE TO MAIN HARNESS ADVISE CUSTOMER WIRING HARNESS REPLACEMENT NEEDED TO REPAIR PROBLEMS EXTENSIVE DAMAGE TO HARNESS FOUND
			1	HEATER CORE - Remove & Replace - Main 7.40 777.0 Heater,Bucket Seats - [Includes: R&I Instrument Panel and Console.] - [DOES NOT include Air Conditioning System recover, evacuate and/or recharge.]
				ADDITIONAL TIME NEEDED TO REMOVE 3.00 315.0 AND REPLACE WIRING HARNESS
			-	
Parts/Supplies: 1,170.00 Labor: 1,144.5				HazMat/Fees: 0.00 Tax: 84.83 Total : \$ 2,399

Signature \_

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG:By law I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.

TEARDOWN ESTIMATE: I understand that my vehicle will not be reassembled if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts\_\_\_\_. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN

CASE OF FIRE,	THEFT	OR ANY	OTHER	CAUS

	Da	Dat	Date

### CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

### **CLAIM FORM**

uman Resources
City of Lemoore

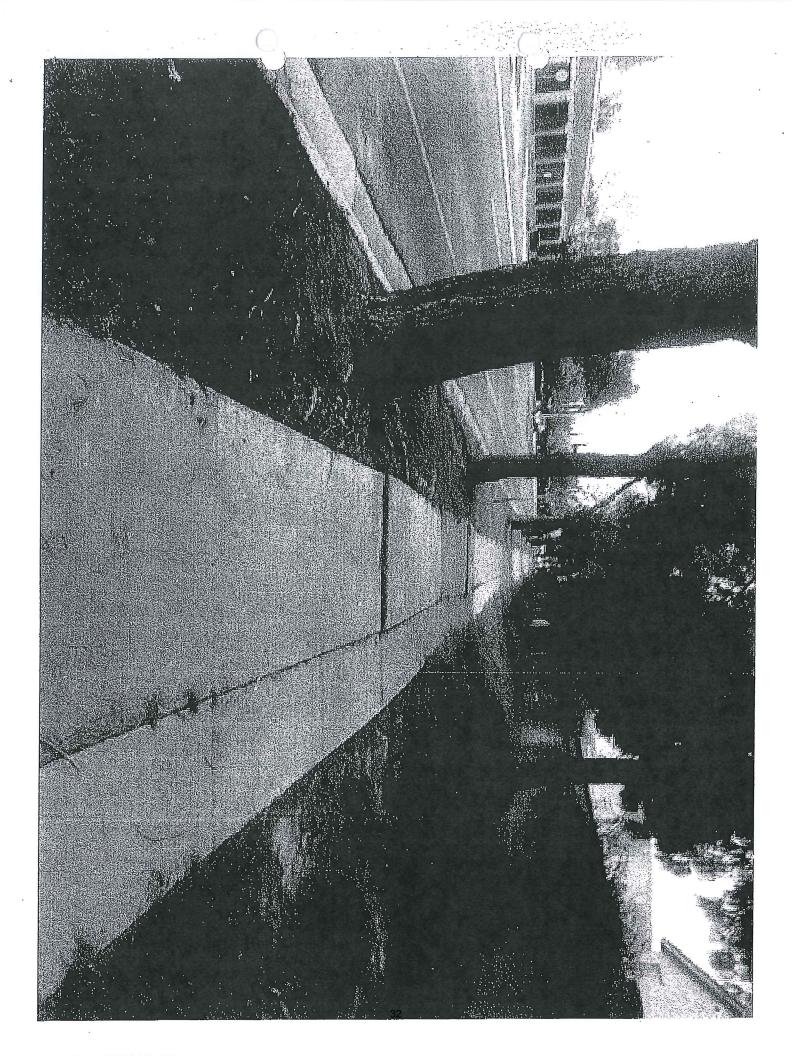
(Please Type Or Print)

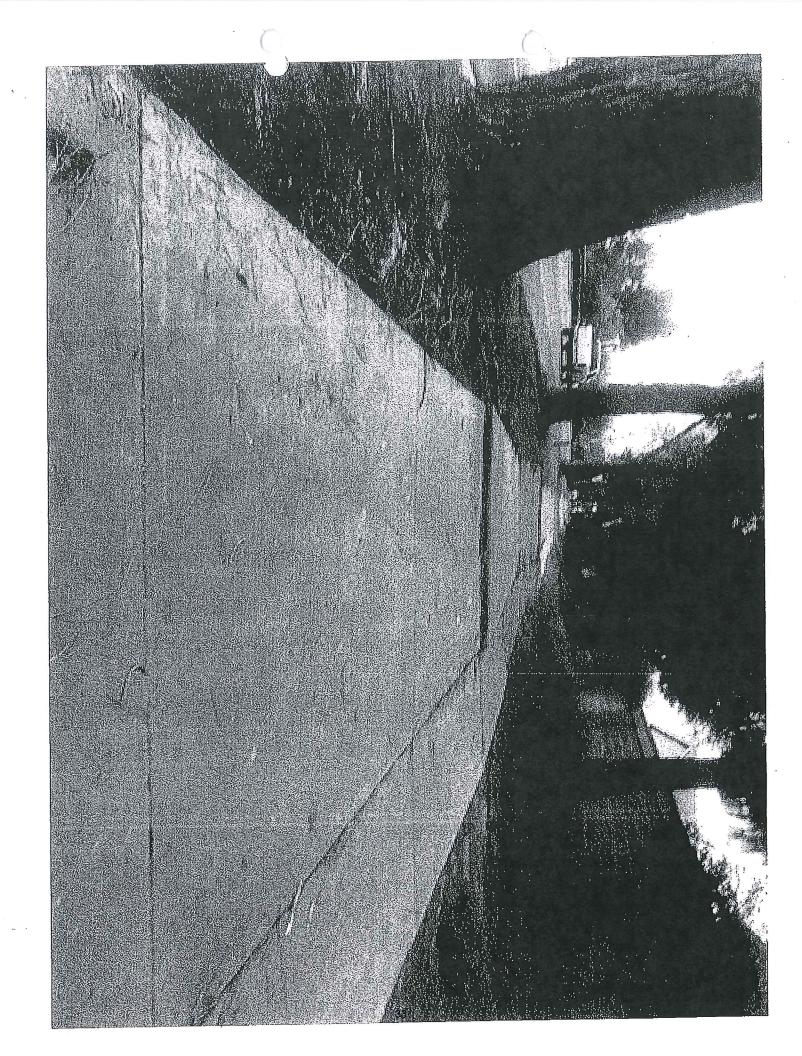
JUN 1 9 2019

CLAIM AGAINST City of Lemoore	plante, plante
(Name of Entity)	RECEIVE
Claimant's name: Mark Oliver Stack	
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: 03/11/2019	
Date injuries, damages, or losses were discovered: 03/11/2019	
Location of incident/accident: See Attachment A	
What did entity or employee do to cause this loss, damage, or injury? See Attachment A	
(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)? See Attachment A	
What specific injuries, damages, or losses did claimant receive? See Attachment B	
(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 t jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a Government Code 910(f)] See Attachment B	he appropriate court of "limited civil case" [see
How was this amount calculated (please itemize)?	
-	
(Use back of this form or separate cheet if necessarily a encourar this suggestion in detail.)  Date Signed: £////9 Signature:	
7.1.1	
If signed by representative:  Jesse R. Fretwell, Esq. 3705 W. Beechwood Av.	e. Fresno, CA 93711
Representative's Name	
Telephone # (559) 447-9000	
Paleting Claiman Attorney	

### Attachment A

Defendant, City of Lemoore negligently owned, managed and maintained its sidewalks and trees in a dangerous and defective manner resulting in an unleveled portion of the sidewalk. Defendant, having knowledge thereof and failing to warn of or correct the dangerous condition, so as to legally cause Claimant, Mark Oliver Stack, personal injuries and damages. These damages required medical treatment when Claimant tripped and fell on the unleveled portion of sidewalk located near Fox Street south of Hanford Armona Road, Lemoore, California. Photographs of the area of the fall are attached.





### Attachment B

Claimant Mark Oliver Stack is still treating at this time and the full amount of his special and general damages are unknown at this time. Claimant Mark Oliver Stack suffered multiple injuries, including but not limited to, All documents reflecting his medical billing and records are not currently in his possession. Claimant is claiming an amount in excess of \$25,000 making proper jurisdiction for this claim in the Kings County Superior Court Unlimited Jurisdiction.

Claimant Mark Oliver Stack has received treatment at the following locations:

- Adventist Health
   115 Mall Drive
   Hanford, CA 93230
- Hanford Orthopedics 870 W. 7<sup>th</sup> Street Hanford, CA 93230
- 3. Pro-PT Physical Therapy 755 N. Lemoore Avenue, Suite C Lemoore, CA 93245
- Navel Health Clinic Lemoore 937 Franklin Avenue Lemoore, CA 93246

### Human Respiration Joaquin Valley Risk Management Authority

City of Lemoore

AUG 1 2 2019

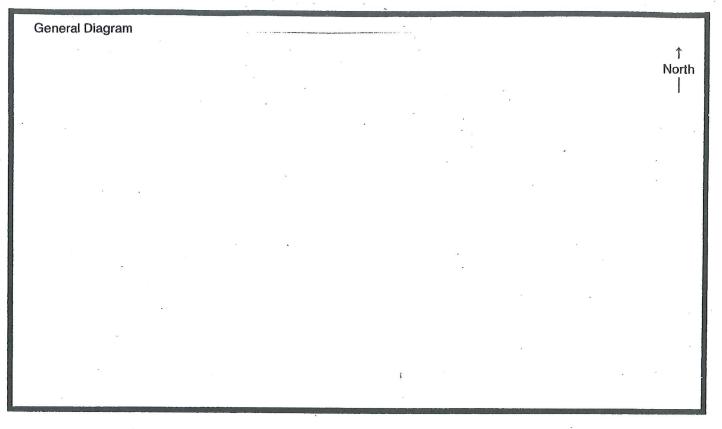
### **CLAIM FORM**

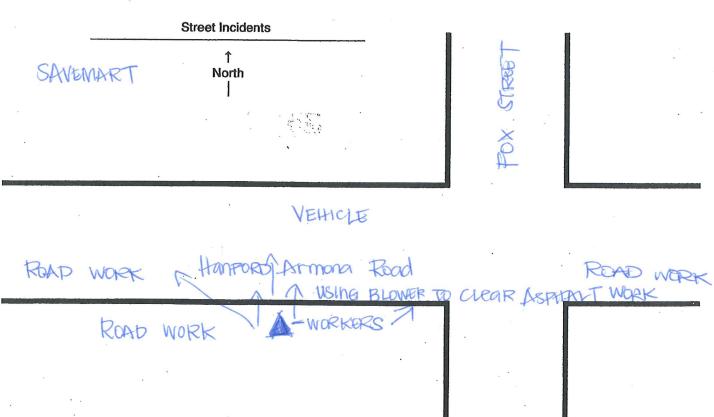


(Please Type Or Print)

RECEIVE LUTY of Lemone
(Name of Entity)  Claimant's name: Rodelia Villa
Cramatt's name.
SS#:
Address where notices about claim are to be sent, if different from above:
Date of incident/accident: MONDAY , AMGUST 5th , 2019
Date injuries, damages, or losses were discovered: MONDAY, AUGUST 5th, 2019
Location of incident/accident: HANPORD ARMONA ROAD
What did entity or employee do to cause this loss, damage, or injury?  ROAD WORK - USING BOWER TO CHAR ASPARANT PERBUS (ROCK - CRACKED) W  (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)?
What specific injuries, damages, or losses did claimant receive? CRACKED WINDSHIELD
(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)]  * 400 Regular Windshield avg \$300  oxpidted A special order \$100 oxfra
How was this amount calculated (please itemize)? ESTIMATES \$400 (Had a defroster windshield
and special order item, expedited item \$100 extra)
(Use back of this form or separate sheet if necessary to answer this question in detail.)
Date Signed: Aug 12, 2019 Signature
If signed by representative:
Representative's Name Address
Telephone #
Relationship to Claimant

### **DIAGRAMS**





LOCATION OF WHORE THE ROCK HIT

TULARE WINDOW TINT & AUTO GLASS

WINDOW TINT - COMMERCIAL - RESIDENTIAL - CAR AUDIO, SECURITY REMOTE START NAVIGATION, \$BLUETOOTH, INTO BLOOD, AUTO GLASS

INVOICE NO.

How did you find us?

Address

Name

1091 E. TULARE CA. 93274

SHOP (559) 366-7785 559) 684-1619

MITCH BISH 2019 2010 Prisa Yr, Make & Model Stock # Date\_

SILIP Color icense #ZIN

ell Ph ( )\_

Contact Person

Phone

Time in

Time Out Time Completed Time Promised

LABOR MATERIAL DESCRIPTION OF LABOR OR MATERIALS 00/00

CREDIT CARD CHECK CASH 1

TOTAL MATERIAL

5% MISC.

TOTAL

OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL. ALL REPAIRS MUST BE PERFORMED BY TULARE WINDOW TINT WARRANTY IS VOID AND NO OUTSIDE INVOICES WILL BE HONORED IF WORK IS NOT PER-ALSO UNDERSTOOD THAT TULARE WINDOW TINT WILL NOT BE HELD RESPONSIBLE FOR LOSS NOTICE OF LIABILITY: I HEREBY AUTHORIZE THE ABOVE WORK TO BE DONE ABOVE VEHICLE FOR PURPOSE OF TESTING INSPECTION OR DELIVERY AT MY RISK IT IS ALONG WITH THE NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE FORMED BY TULARE WINDOW TINT

NOTICE DISCLAIMER: I the undersigned, assume full responsability for any action which may be taken by the State of California Motor Vehicle Department regarding any tinting performed on this vehicle. I am fully aware of california rules and regulations concerning tinting of motor vehicle windows. the defrost to any tinting performed. Removal of tint off back window could result in total loss of operation. I agree to rebeve Tulare Window Tint of ALL liabilities. Not responsible for any items left in car. splicing on rear defrost lines may affect operation of defrosting. Not responsible for loss of operation of (i.e., - illegal for any tint or object to obstruct vision in any way for sale motoring). Dust seals may crack and will not be replaced. Any electric problem must first be looked at by Tulare Window Tint. Custom

TAX (Excl. Labor)

TOTAL

PICK UP DELIVERY

PLEASE PAY FROM INVOICE. NO STATEMENT WILL BE RENDERED. 1.5% per month late charge assessed on balance more than 30 days old. All accounts due 10th of month following invoice date. I HAVE READ AND AGREET TO ALL TERMS OF THIS INVOICE AS A BINDIND CONTRACT. Warranty covers replacing with same shade. Different shade will be at additional charge.

CUSTOMER SIGNATURE

INVOICED

WORK PERFORMED BY

TRUCK#-

ANY MERCHANDISE LEFT OVER 30
DAYS BECOME PROPERTY OF
TULARE WINDOW TINT

5/02

Tree

DATE

6

GRAND

TINTINSTRUCTIONS ELEC. SYS. CHECK

DON'T ROLL DOWN WINDOWS **NO WINDEX WATER** FOR 3 DAYS. REVERSELT BRAKE LT. PARK LT.

DOME LT HEAD LT. TURN LT.

No refunds on special orders.

No refunds on labor

ONLY

DASH LT. AC/FAN

8

LIGHTER GAUGES CLOCK RADIO

our premises! Road calls will be charged

Warranty void if job has been tampered with.

No warranty on customer's own equipment!

\$45.00 per hour and payable in cash only. All repairs by appointment only and must

> LOCKS HORN SEATS

ANTENNA

WINDOWS

have both remotes. NO SATURDAY OR SUNDAY REPAIRS

FILM CHOICE

Cust

Tech

Checked in by

be accompanied by this receipr. Alarm must

DRIVER

S=SCRATCH 3=BROKEN A=MISSING

D=DENT

NOTICE DISCLAIMER: Customer please check out your car for damage before and after pick-up. Once car leaves the store no damage claim will be accepted. NONE!

PASSENGER

SIDE

NOTE

CHECK HERE FOR RETURN OF OLD PARTS

(SIGNED AND APPROVED NO DAMAGE) APPROVED BY,

ALL SALES FINAL - NO REFUND ON ELECTRONICS Mileage in DATE

MANAGERS DISCRETION NO ADJÚSTMENTS WITH OUT THIS RECEIPT IF YOU PAY BY CHECK OR CREDIT CARD, A 20 DAY WAITING PERIOD MUST BE OBSERVED BEFORE STORE 15% RESTOCKING CHARGE IN RETURN ITEMS. SUBJECT TO NO REFUNDS Only Store Credit Deposits. Non Refundable

CREDIT IS ISSUED

Mileage Out

KEEP THIS RECEIPT. NO RECEIPT-NO WARRANTY!

700 S. 10th Ave. Suite B Hanford, California 93230 559.584.5555

TIME:

DATE:

FOR: 446

No. 5732

# TINT PLUS AUTO GLASS

www.TINTPLUSAUTOGLASS.com

(559) 58	85-1500	421 W.	4th S	St. Ha	nford CA 93230
/ WAINE		I DI	HONE #	T	ATE 93230
Kodeli	a Villa	1			ONTH DAY YEAR
E-MAIL or AD	DRESS	CITY,	STATE, ZI	P CODE	817 Re19
YEAR					
	MAKE	MODEL	SOLD B	Y	INSTALLER'S NAME
ZOIG	Mitsu. CREDIT CARD		<u> </u>		
	CHEDIT CARD	VIN#			
QTY.	DEC	CDIDTION		T	
		CRIPTION	J	PRICE	AMOUNT
	BW 38	13			
				-	
					90)_
					\$2600
-			Г	DEDUCTIBLE	11 (1 2 2 2
1 1				LABOR	4450
			- t	GLASS OTHER	\$21500
1 1		=	F	AX	dd
1 -1			F		\$15.58
		*		EPOSIT	\$ 275.58
			<b>—</b>	ALANCE	
Authorized By				•	
I HEREBY AUTHORIZE tI	he glass work to be	Re	eceived B	у	)

I HEREBY AUTHORIZE the glass work to be done with the necessary materials. Tint Plus Auto Glass will not be held responsible for any loss or damage or fine for all claims regarding vehicles or their contents resulting from fire, accident, or any cause beyond our control. I understand that there is no guarantee on existing moldings, gaskets or any glass. Tint Plus Auto glass does not guarantee glass during R&R. If glass repaired by you, we do not guarantee labor. I have inspected the job and I have complete satisfaction.

I was informed by Tint Plus Auto Glass that front windows are illegal, I tint at my own risk.

Your Prompt Payment of this invoice will be Appreciated.



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

#### **Staff Report**

Item No: 3-6

То:	Lemoore City Council		
From	Michelle Speer, Assistant	City Manager/Ad	ministrative Svcs. Director
Date:	September 18, 2019	Meeting Date:	October 1, 2019
Subject:	Adoption of Resolution 2 Law Firm of Record	019-41, Establish	ing Lozano Smith as the City
Strategic	: Initiative:		
☐ Saf	e & Vibrant Community	☐ Grow	ing & Dynamic Economy
☐ Fise	cally Sound Government	⊠ Opera	ational Excellence
☐ Coi	mmunity & Neighborhood Liv	ability   Not A	pplicable

#### **Proposed Motion:**

Approve Resolution 2019-41 establishing Lozano Smith as the City law firm of record.

#### **Subject/Discussion:**

The Lozano Smith law firm has served as the City Attorney since 2008, and Resolution 2014-30 specifically appointed Jenell Van Bindsbergen as the City Attorney. From time to time, the firm assigns other attorneys to serve the City of Lemoore based on City needs. Resolution 2019-41 clarifies that Lozano Smith is the law firm of record but does not specify an attorney as the City Attorney to allow the firm flexibility to respond to City needs. The modification in the resolution affords the law firm and the City, the opportunity to change official city attorney representatives when necessary.

Lozano Smith has proposed that Mary Lerner be appointed as the City Attorney. In addition to Mary Lerner, other attorneys from Lozano Smith will remain involved in supporting the City's legal needs.

#### Financial Consideration(s):

None noted. The contract with Lozano Smith remains unchanged.

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

None noted.

## <u>Commission/Board Recommendation:</u> Not applicable.

<u>Staff Recommendation:</u>
Staff recommends approval of Resolution 2019-41 establishing Lozano Smith as the attorney firm of record.

Attachments:		Review:	Date:
⊠ Resolution:	2019-41	Asst. City Manager	09/18/19
□ Ordinance:		□ City Attorney	09/19/19
☐ Map			09/27/19
□ Contract			09/27/19
□ Other		⊠ Finance	09/25/19
List:			

#### **RESOLUTION NO. 2019-41**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE APPOINTING A CITY ATTORNEY FOR THE CITY OF LEMOORE

WHEREAS, the office of the City Attorney is filled by appointment of the City Council.

**NOW, THEREFORE,** be it resolved by the City Council of the City of Lemoore as follows:

- 1. That Lozano Smith ("Attorney") is hereby appointed as the City Attorney firm for the City of Lemoore.
- 2. Compensation for services to be rendered by the firm shall be pursuant to the existing contract between the City of Lemoore and Lozano Smith dated August 6, 2019.

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a Regular Meeting held on the 1<sup>st</sup> day of October 2019 by the following vote:

AYES:		
NOES:		
ABSENT:		
ABSTAINING:		
ATTEST:	APPROVED:	
Marisa Avalos	Edward Neal	
City Clerk	Mayor	



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

## **Staff Report**

Item No: 4-1

To: Lemoore City Council

From Michelle Speer, Assistant City Manager/Admin. Services Dir.

Date: August 14, 2019 Meeting Date: October 1, 2019

Subject: Resolution 2019-37 - Amending the Master User Fee Schedule to Add

**Cannabis Fees Associated with Permits and Applications** 

**Strategic Initiative:** 

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

#### **Proposed Motion:**

Hold a public hearing on proposed additions to the Citywide Master User Fee Schedule, as presented in the attached Resolution 2019-37. A public hearing notice was published in the Hanford Sentinel on Friday, August 23, 2019.

Approve Resolution 2019-37, adding Cannabis fees to the City of Lemoore Master Fee Schedule.

#### Subject/Discussion:

On June 20, 2017, City Council approved the City of Lemoore Master Fee Schedule. On July 2, 2019, the City of Lemoore approved Ordinance 2019-03, allowing cannabis operations within city limits. Resolution 2019-37 adds fees to the City's Master Fee Schedule directly associated with cannabis operations and the City's costs with respect to permits and applications. Cannabis Fees adopted by City Council will take effect immediately upon approval of Resolution 2019-37.

#### Financial Consideration(s):

In order for the City to collect fees associated with cannabis operations, fees must be included on the City's Master Fee Schedule.

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

#### Pros:

• Allows the City to collect fees associated with cannabis businesses

#### Cons:

None noted

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

Not Applicable.

<u>Staff Recommendation:</u>
Staff recommends approval of Resolution 2019-37, adding fees associated with cannabis to the City's Master Fee Schedule.

Attachments:	Review:	Date:
⊠ Resolution: 2019-37		09/25/19
☐ Ordinance:	□ City Attorney	09/26/19
☐ Map	□ City Clerk	09/27/19
☐ Contract	□ City Manager	09/27/19
☐ Other	⊠ Finance	09/25/19
List:		

#### **RESOLUTION NO. 2019-37**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE AMENDING THE MASTER USER FEE SCHEDULE TO ADD CANNABIS FEES ASSOCIATED WITH PERMITS AND APPLICATIONS

**WHEREAS** California state law authorizes local governments to charge fees for public services based on the estimated reasonable cost of providing the service for which the fees are charged; and

**WHEREAS** the City Council has the authority to increase certain fees annually, based on an appropriate measure within the nationally published Consumer Price Index, or by reevaluation and assignment of actual municipal costs to cover the estimated cost of providing the services for which such fees are levied; and

**WHEREAS** a fee study, has been conducted by city staff to assess costs for the City to provide permits and to process applications associated with cannabis businesses within the city

**WHEREAS** the City of Lemoore has held a public hearing at a Regular Meeting concerning the adoption of said fees and has made available to the public, at least 10 days before the hearing, data on the amount of costs or estimated costs required to provide the services for which the fees are levied; and

**WHEREAS** the City of Lemoore determines to include all cannabis permit and application fees within the Master Fee Schedule

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

- 1. The Council finds that the specific amount of the added permit and application fees, the description of the benefit and impact area on which the user fee is imposed, the description of the reasonable relationship between the fees and the various types of services, and the time for payment set forth below in this resolution are proper and necessary and the information and data upon which the fees are based is correct and accurate; and,
- 2. Council hereby adopts and approves Cannabis Fees to be added to the Master User Fee Schedule, following a public hearing on the matter and the same is incorporated herein; and,
- 3. The fees adopted by this resolution shall be in full force and effect immediately upon approval of this resolution.
- 4. Fees in the Master Fee Schedule may be increased annually based on the "Consumer Price Index All Urban Customers," for the area of "Riverside-San Bernardino -Ontario, CA." The increase shall be effective each July 1<sup>st</sup>, and shall be based on the most recent 12-month average compared to the previous 12-month average.

- 5. Any judicial action or proceeding to attack, review, set aside or annul this resolution shall be brought within 120 days of its adoption; and,
- 6. Specific defined User Fees are presented in the attachment, as follows:

Attachment 1: Cannabis fees added to those originally set forth in Resolution 2017-20, dated June 20, 2017. Other than the addition of Cannabis related fees, these fees are unchanged and are exactly as they were shown in Resolution 2017-20.

7. The provisions of this resolution are severable, and the validity of any part thereof including any fee shall not affect the validity or effectiveness of the remainder of the resolution.

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a Regular Meeting held on 1<sup>st</sup> day of October 2019 by the following vote:

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
ATTEST:	APPROVED:	
Marisa Avalos	Edward Neal	
City Clerk	Mayor	

#### **ATTACHMENT 1**

Cannabis Fees			
Fee Type	<b>Proposed Fees</b>	Frequency	
Cannabis Application Fee	\$400	initial business application	
Cannabis Employee Permit Fee	\$175	initial application per employee	
Cannabis Employee Permit Fee - Renewal	\$100	Annual, per employee	
Cannabis Regulatory Permit Fee	\$12,860	annual, per license	

Master User Fees adopted through Resolution 2017-20 are unchanged other than the addition of the Cannabis Fees shown above.



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

## **Staff Report**

**Item No: 4-2** 

To: Lemoore City Council

From Nathan Olson, City Manager

Date: September 18, 2019 Meeting Date: October 1, 2019

Subject: Public Hearing - Project Development Agreement and Cannabis

Regulatory Permit between the City of Lemoore and Valley Pure

Lemoore, LLC.

Str	ate	aic	Init	iat	iv.	٦.
่อแ	alt	yıc	11111	ua	uve	۶.

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

#### **Proposed Motion:**

Conduct a public hearing and accept public comment on the consideration of a Project Development Agreement (PDA) and a Cannabis Regulatory Permit proposed by and between the City of Lemoore and Valley Pure Lemoore, LLC. (Developer). Authorize City Manager to sign PDA and issue Cannabis Regulatory Permit.

#### Subject/Discussion:

On August 20, 2019, during study session, Cannabis businesses presented their proposals to operate within the City of Lemoore. Consensus was received by Council to direct staff to continue negotiations with Valley Pure Lemoore, LLC. Staff has been working simultaneously on negotiations with the Developer to enter into a Project Development Agreement.

Ordinance 2019-03 went into effect August 2, 2019. Per the Ordinance, no person or entity can operate a Commercial Cannabis Operation within city limits without obtaining a Regulatory Permit and entering into a Project Development Agreement. The Developer has successfully completed the application process and all required background checks.

The City has agreed to lease the Train Depot at 308 E Street for the sum of \$24,000 per annum. The Developer has agreed to pay and install a fence between the Public Park Area and the entry and driveway located west of the Train Depot and reimburse the City for the relocation of the Skate Park and Splash Pad. This project is exempt from the requirements of the California Environmental Quality Act (CEQA), under the Class 3 categorical exemption (New Construction or Conversion of Small Structures) contained in Section 15303 of the CEQA Guidelines.

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

Valley Pure will be responsible for an annual revenue-raising fee of five percent (5.00%) of gross receipts for having the right to conduct a retail cannabis dispensary business in the City.

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

#### Pros:

- Economic benefits through tax and fee generation
- Job creation
- Potential stimulation of future growth for downtown merchants

#### Cons:

- Relocation of skate park and splash pad
- Public perception

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

Not Applicable.

#### **Staff Recommendation:**

Staff recommends conducting a public hearing, accept public comment and direct city manager staff to sign the Project Development Agreement and issue a Cannabis Regulatory Permit proposed by and between the City of Lemoore and Valley Pure Lemoore, LLC.

Attachments:	Review:	Date:
☐ Resolution:		09/25/19
☐ Ordinance:	□ City Attorney	09/27/19
□ Мар	□ City Clerk	09/27/19
☐ Contract	□ City Manager	09/18/19
Other	⊠ Finance	09/25/19

List: Project Development Agreement Notice of Exemption Public Hearing Notice

# PROJECT DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF LEMOORE

#### **AND**

VALLEY PURE LEMOORE, LLC

#### PROJECT DEVELOPMENT AGREEMENT

This Project Development Agreement("<u>Agreement</u>"), dated effective, 2019 ("<u>Effective</u> <u>Date</u>"), is entered into by and between the <u>City of Lemoore</u>, a California municipal corporation and a charter city in the State of California ("<u>City</u>"), and <u>Valley Pure Lemoore</u>, <u>LLC</u>, a California limited liability company ("<u>Developer</u>"), with respect to the following Recitals, which are a substantive part of this Agreement:

#### RECITALS

- A. City, in its own right and as successor agency to the former redevelopment agency, owns that certain real property consisting of land, buildings, and improvements thereon located at 308 E Street, City of Lemoore, County of Kings, State of California, Assessor's Parcel Number 020-050-003, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"), which consists of (i) a public park area located on the northeast corner of Fox Street and E Street (the "**Public Park Area**"); (ii) the former "Train Depot" building and the immediate land on which such building is located in the middle of the Property on E Street (the "**Train Depot Building**"); and (iii) driveways, entry ways, and parking lot improvements surrounding the Train Depot Building and extending to the corner of E Street and Follett Street (the "**Parking Area**");
- B. City proposes to lease to Developer, and Developer desires to lease and improve, that certain portion of the Property consisting only of the Train Depot Building (the "<u>Leased Premises</u>") for purposes of operating a retail cannabis dispensary business in accordance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("<u>MAUCRSA</u>" or "<u>Act</u>") of the State of California ("<u>State</u>"), as well as City's Ordinance No. 2019-03 ("**Ordinance**"), as set forth in the City's Municipal Code; provided, however, the Public Park Area and the Parking Area shall be excluded from the Leased Premises;
- C. The City also leases that certain real property consisting of vacant land and some land improved with a parking lot located in the City of Lemoore, County of Kings, State of California, Assessor's Parcel Numbers 020-050-001, 020-050-002, and 020-041-003 (the "**Railroad Land**"), from the Union Pacific Railroad pursuant to that certain Lease of Property which is hereby incorporated herein by this reference ("**Railroad Lease**");
- D. City proposes to grant a non-exclusive right to Developer, and Developer proposes to accept this non-exclusive right, to use both the Parking Area and the improved portion of the Railroad Land that is located immediately adjacent to the Parking Area (collectively, the "Parking Lot") for purposes of allowing customers, employees, guests, and other invitees to park in connection with Developer's use of the Leased Premises, subject to the understanding that the Parking Lot is also available to the general public for use;
- E. It is the intent of the parties that this Agreement is contingent upon Developer obtaining a Commercial Cannabis regulatory permit ("Regulatory Permit") on the Leased Property pursuant to the Ordinance, as well as all required licenses under MAUCRSA. It is understood between the parties that Developer may seek to transfer the Regulatory Permit to a new location within the City in order to combine Developer's dispensary business on the Leased Premises with Developer's cultivation, manufacturing, and distributions businesses that are being planned for such location, provided any new location is consistent with and meets the requirements of the

Lemoore Municipal Code, including but not limited to the security and zoning requirements for a dispensary business under the Lemoore Municipal Code. City will process a Regulatory Permit on behalf of Developer to accommodate retail cannabis dispensary on the Leased Premises and any subsequent request to transfer such Regulatory Permit to a new location within the City; provided, however, Developer acknowledges that nothing in this Agreement is intended to or shall operate to pre-commit City's discretion with respect to required land use or other entitlements, permits, and approvals, including, without limitation, interpreting, enforcing or amending the Ordinance and issuing, monitoring, revoking, or transferring the Regulatory Permit which may be required by Developer with respect to Developer's proposed use of the Leased Premises or another location within the City consistent with the Ordinance (hereinafter the "Project");

- F. Developer represents that it is an experienced operator of commercial cannabis businesses and has sufficient capital to develop and operate a commercial cannabis business on the Leased Premises; and
- G. This Agreements sets forth the terms and conditions agreed upon by City and Developer with respect to the lease of the Leased Premises, the non-exclusive license to use the Parking Lot, and the development and operation of the Project.

#### **TERMS AND CONDITIONS**

#### **NOW, THEREFORE**, City and Developer agree as follows:

- 1. **Lease of Leased Premises.** Developer hereby agrees to lease the Leased Premises from City, and City agrees to lease the Leased Premises to Developer, in accordance with and subject to all of the terms, covenants, and conditions of this Agreement and pursuant to a separate commercial lease agreement in the form attached hereto as **Exhibit B** and incorporated herein by this reference ("**Lease**"). Developer acknowledges that the Leased Premises will be delivered and leased in an "AS IS," "WHERE AS" condition, and that Developer will be responsible for all improvements to the Leased Premises necessary for the Project. Developer acknowledges that the Leased Premises does not include the portions of the Property consisting of the Public Park Area and the Parking Area.
- 2. Rent for Leased Premises. Pursuant to a separate lease agreement, Developer shall pay City rent in the amount of \$24,000 per annum payable in advance each lease year. All rent paid by the Developer shall be retained by City in the event Developer applies for the transfer of a Regulatory Permit to operate a cannabis dispensary at a new location in the City and such transfer application is approved by City.
- 3. Non-Exclusive Use Parking Lot. City hereby grants Developer the non-exclusive right to use the Parking Lot as parking for Developer's customers, employees, guests, and other invitees and for other related purposes in connection with Developer operating a commercial cannabis business on the Leased Premises for the entire term of the Lease. Developer acknowledges that the Parking Lot shall be made available to Developer for use in an "AS IS," "WHERE AS" condition, and that City shall have no obligation to make any improvements or repairs to the Parking Lot during the term of the Lease.
- 4. <u>Additional Consideration</u>. Separate and apart from the rent to be paid by Developer for the Leased Premises, and as a material inducement for City to lease the Leased

Premises to Developer for the privilege of operating a retail cannabis dispensary in the City, Developer agrees to provide City with the following additional consideration:

- A. **Reimbursement of Legal Fees.** Developer shall reimburse City for the legal fees and costs paid by City, at the customary rate charged by the City's contract City Attorney, Lozano Smith, for legal services for negotiating, finalizing, and implementing this Agreement and the Lease on behalf of City.
- B. Reimbursement of Rent Paid Under Railroad Lease. Developer shall reimburse City for any and all rent paid by City to Union Pacific pursuant to the Railroad Lease within 14 days of City notifying and providing proof of payment of such rent to Developer.
- C. <u>Repairs and Maintenance of Parking Lot and Railroad Land.</u> Developer shall reasonably maintain and repair the Parking Lot and the Railroad Land during the Term; provided however, that Developer shall not be responsible to improve or repair any damages caused to the Parking Lot or Railroad Land by any third-party who is not a customer, employee, guest, or other invitee of Developer.
- D. <u>Installation and Payment for Fence</u>. Developer shall pay for and construct a fence in accordance with the materials and specifications reasonably determined by City to be installed between the Public Park Area and the entry and driveway located immediately to the west of the Leased Premises within the Parking Area.
- E. **Relocation of Skate Park and Splash Pad.** Developer shall reimburse its proportional share (minimum 50%, maximum 100%) to the City for relocation of the Skate Park (estimated at \$500,000.00) and the Splash Pad (estimated at \$200,000.00) to a City-owned property. The City will bid and manage the projects through completion.
  - F. **Fees.** Developer shall pay the following fees and taxes to City:
  - (1) Customary business license fees and any regulatory license fee that may be required as part of the Ordinance and Regulatory Permit, which fees shall be determined and set by the City to recover the direct costs incurred by the City from the retail cannabis dispensary business of Developer in the City consistent with California Constitution Article XIIIC, Section 1, subsection (e)(3).
  - (2) An annual revenue raising fee for the privilege of having the right to conduct a retail cannabis dispensary business in the City ("**Revenue Raising Fee**") in the equal five percent (5.00%) of Gross Receipts from Cannabis generated from the Leased Premises,
    - i. The term "<u>Gross Receipts from Cannabis</u>" for purposes of computing the Revenue Raising Fee, shall include any and all revenue received or collected by the Developer from the sale of any and all cannabis, cannabis-based, or other similar products but not from the sale of clothing or other branding gear or merchandise.
    - ii. The parties agree that, every three (3) years (beginning from the date on which the Regulatory Permit is first issued) through the end of the term of this Agreement, the parties will renegotiate in good faith the amount of the Revenue

Raising Fee based upon the relative strength of the Developer's retail cannabis dispensary on the Leased Premises as compared to other retail cannabis dispensaries in other small cities in the Central Valley of California and the amount of fees charged by other municipalities for such businesses, with the expectation that City will reduce fees to match the fees being charged to competitors of Developer within the City of Lemoore should Developer encounter difficulty in profitable operating on the Leased Premises.

- iii. Payment of the Revenue Raising Fee shall occur monthly no later than 10 days following the end of each month to which the fees are applied.
- iv. In the event City passes a cannabis tax of any form or amount, the City agrees that the tax will not apply to Developer, and Developer is bound to pay only the Revenue Raising Fee pursuant to this Section 4 in lieu of a cannabis tax.
- (3) If a retail cannabis dispensary not owned or controlled by Developer or its principals operates on the Leased Premises, such operation shall be required to obtain a Regulatory Permit, and each new Regulatory Permit holder shall be responsible for paying the Revenue Raising Fees set forth in subsections D2 of this Section 4 above separately from Developer. No change to Developer's entity status or change in ownership of Developer shall require Developer to obtain a new Regulatory Permit, except that a change in ownership that constitutes a change in control of Developer (*i.e.*, a change in ownership that results in one person or entity owning more than 50 percent of the ownership interest) shall require Developer to obtain a new Regulatory Permit before the change in ownership takes place.
- 5. <u>Development of the Leased Premises</u>. Developer proposes to use the Leased Premises for a retail cannabis dispensary to the maximum extent allowed under MAUCRSA and the Ordinance, which includes the sale and distribution of cannabis for both medical and adult use. For this to happen, Developer must obtain appropriate State licenses, and City must approve a Regulatory Permit. The exact retail cannabis dispensary to be approved will be determined during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement.
- 6. <u>Developer Representations</u>. Developer represents and warrants that Developer, and/or principal members of Developer, are an experienced developer of commercial properties and operator of cannabis businesses, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Leased Premises. The qualifications and identity of Developer and Developer's principals are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer's representations and warranties in entering into this Agreement.
- 7. <u>Lawfulness of Activities</u>. In entering into this Agreement and processing the Regulatory Permit, City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law. Developer are obligated to comply with all applicable State and City laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, or any other commercial cannabis operation approved by City.

8. <u>Compliance with Laws.</u> Developer shall operate the retail cannabis dispensary in conformity with MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall comply with all other applicable State and local laws, State labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the Lemoore Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, with respect to the existing and any proposed improvements on the Leased Premises.

#### 9. **Indemnity.**

- A. <u>Retail Cannabis Dispensary.</u> Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees ("<u>Developer Parties</u>") in connection with the retail cannabis dispensary conducted on the Leased Premises ("<u>Cannabis Claims</u>"). Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any retail cannabis dispensary on the Leased Premises.
- B. <u>Construction and Other Operations</u>. In addition to the indemnity obligations of subsection A of this Section 9, Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on the Leased Premises, and for any damages to Leased Premises or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("<u>Other Claims</u>"). Notwithstanding the foregoing, Developer shall not be liable under this Subsection B of Section 9 for any Leased Premises damage or bodily injury caused by the sole negligence or willful misconduct of City, its agents or employees, or the public at large.

#### 10. **Restrictions on Transfer.**

A. <u>City Approval</u>. Prior to signing the Lease, Developer shall not transfer this Agreement or any of Developer's rights hereunder, directly or indirectly, voluntarily or by operation of law, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any assignment by Developer of its rights hereunder, City shall consider factors such as (i) the financial strength and capability of the proposed assignee to perform Developer's obligations hereunder; and (ii) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

- B. <u>Assignee Obligations</u>. In the absence of specific written agreement by City, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.
- C. <u>Affiliate Entities</u>. Notwithstanding the foregoing restrictions on transfer, the Developer may enter into written contracts with one or more "<u>Affiliate Entities</u>," which are defined as entities that are owned or controlled by Developer or its principals to conduct commercial cannabis operations in the City pursuant to the Regulatory Permit. Developer may enter into these written contracts with the prior written consent of the City, which will not be unreasonably withheld, delayed, or conditioned. In addition, any such Affiliate Entity shall be required to sign a written agreement agreeing to be bound and subject to the terms and conditions of this Agreement.

#### 11. **Defaults and Remedies:**

- A. Failure to Perform. Failure by either party to perform any action or covenant required by this Agreement or in the Lease within the time periods provided herein or in the Lease, following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written Notice of Default ("Notice") to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kings, California, or in the United States District Court for the Eastern District of California Fresno Division, if allowable.
- B. **Failure to Open.** Developer has 45 days to open dispensary upon the receipt of State of California Division of Cannabis Licensing. Failure to open timely may result in loss of Regulatory Permit from the City.
- 12. **Term.** The term of this Agreement shall be for two (2) years but shall automatically renew and be extended for up to thirteen (13) additional one (1) year periods (each an "Extended Term") unless either City or Developer provides the other with written notice of termination of the Lease at least three (3) months in advance of the end of the initial term or any Extended Term.

#### 13. **General Provisions.**

A. <u>Notices, Demands and Communications Between the Parties</u>. Any approval, disapproval, demand, document or other notice or Notice which any party may desire to give to another party under this Agreement must be in writing and may be given by any commercially

acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Lemoore

Attn: Nathan Olson, City Manager

711 W. Cinnamon Drive Lemoore, California 93245 Tel: (559) 924-6744 x703 Email: nolson@lemoore.com

With a copy to: Mary Lerner, City Attorney

Lozano Smith 7404 N. Spalding

Fresno, California 93720 Tel: (559) 431-5600 Fax: (559) 431-4420

Email: mlerner@lozanosmith.com

To Developer: Valley Pure Lemoore, LLC

Attn: Bruce Kopitar 132 N. Valencia Blvd.

Woodlake, California 93286 Tel: (559) 769-2080 Email: bruce@ustower.com

With a copy to: Matthew W. Quall, Esq.

Quall Cardot LLP

205 E. River Park Circle, Suite 110

Fresno, California 93720 Tel: (559) 418-0333 Fax: (559) 418-0330

Email: mquall@quallcardot.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail; and upon receipt of electronic confirmation of transmission by the recipient; provided, however, the recipient of an e-mail notice shall have an affirmative obligation to send an e-mail response and, if applicable, to accept a request to allow an automatically generated response acknowledging the receipt of the e-mail.

- B. <u>Successors and Assigns</u>. All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and City, and their respective successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other successors and assigns as herein provided.
- C. <u>Relationship Between City and Developer</u>. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City

and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the exhibits hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

- D. **No Third-Party Beneficiaries.** There shall be no third-party beneficiaries of this Agreement.
- E. <u>City Approvals and Actions</u>. City shall maintain authority over this Agreement, including the Lease, and the authority to implement this Agreement and the Lease through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement and the Lease on behalf of City so long as such actions do not materially or substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform, if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.
- F. <u>Counterparts</u>. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.
- G. <u>Integration</u>. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.
- H. <u>Interpretation and Applicable Law.</u> This Agreement has been prepared with input from all parties, and shall be interpreted as though prepared jointly by all parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.
- I. <u>No Waiver</u>. Any failures or delays by any party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive any other party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by any party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by another party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.
- J. <u>Modifications</u>. For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.
- K. <u>Most Favored Nation Clause; Renegotiation</u>. If City enters into a Disposition and Development Agreement, a Development Agreement, or any other agreement with a commercial cannabis operator, that has terms and conditions more favorable in the aggregate to

that operator than the terms and conditions contained herein, including, but not limited to, Sections 4, 10C, and 13Q, City shall amend this Agreement to provide for the payment of fees by Developer that are the same as those fees agreed to be paid by the new commercial cannabis operator.

- L. <u>Legal Advice</u>. Each party represents and warrants to the others the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of another party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.
- M. <u>Cooperation</u>. Each party agrees to cooperate with the others in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.
- N. <u>Non-Liability of Officials and Employees of the City</u>. No official, employee or agent of the City shall be personally liable to Developer, or any successor in interest, in the event of any Default or breach by the City, or for any amount which may become due to the Landowner or the Developer or their successors, or on any obligations under the terms of this Agreement.
- O. <u>Attorneys' Fees.</u> In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise, in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.
- P. <u>Memorandum of Agreement.</u> The Parties shall record against the Leased Premises a Short Form Memorandum of this Agreement ("<u>Short Form Memorandum</u>") summarizing the essential terms.

[SIGNATURES FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement as of the Effective Date.

	CITY:
	City of Lemoore, a municipal corporation and general law city in the State of California
Date:	By: Name: Nathan Olson Its: City Manager
Date:	By: Name: Marisa Avalos Its: City Clerk
	DEVELOPER:
Date:	Valley Pure Lemoore, LLC, a California limited liability company
	By: Name: Bruce Kopitar Its: Sole Manager

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE PROPERTY

All that certain parcel of land situate in the City of Lemoore, Kings County, California, being a portion of that parcel heretofore conveyed by the Pacific Improvement Company to the Southern Pacific Railroad Company by deed dated July 17, 1893 and recorded July 24, 1893 in Volume 1 of Deeds at Page 142 in the records of King County, more particularly described as follows:

Commencing at the intersection of the East line of the Southeast Quarter of Section 3, T.19 S., R.. 20 E., M.D.B.M., with the Northerly line of "E" Street, as platted in the Official Map of the Townsite of Lemoore, said Northerly line also being the Southerly right of way line of the Coalinga Branch (formerly known as the Goshen Branch) of the Union Pacific Railroad Company (formerly known as the Southern Pacific Transportation Company, successor in interest to the Southern Pacific Railroad Company);

thence S 79°08' W along said Northerly line of "E" Street, a distance of 885 feet, more or less, to the intersection with the Northerly extension of the Westerly line of Follett Street, as platted in said Official Map, and being the True Point of Beginning of the property being described herein;

thence continuing S 79°08' W along said Northerly line of "E" street a distance of 880.0 feet to the intersection with the Northerly extension of the Easterly line of Fox Street, as platted in said Official Map;

thence N 10°52' W along said Northerly extension of the Easterly line of Fox Street, a distance of 50.0 feet to a point on a line which is parallel with and 100.0 feet distant Southeasterly, measured at right angles, from the original located centerline of said Coalinga .Branch;

thence N 79°08' E along said parallel line, a distance of 880.0 feet to the intersection with said Northerly extension of the Westerly line of Follett Street;

thence S 10°52' E along said Northerly extension of the Westerly line of Follett Street a distance of 50.0 feet to the True Point of Beginning.

Containing an area of 44,000 square feet, more or less.

#### FOR REFERENCE PURPOSES ONLY:

APN: 020-050-003

Address: 308 E Street, Lemoore, CA 93245

#### **EXHIBIT B**

#### COMMERCIAL LEASE AGREEMENT

#### COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "<u>Lease Agreement</u>"), dated August 20, 2019 (the "<u>Effective Date</u>"), is made and entered into by and between the **City of Lemoore**, a California municipal corporation and charter city in the State of California ("<u>Landlord</u>"), and **Valley Pure Lemoore**, **LLC**, a California limited liability company ("<u>Tenant</u>").

#### Section 1. Leased Premises.

Landlord hereby leases to Tenant, and Tenant leases from Landlord, that certain portion of that certain real property consisting of land, buildings, and improvements thereon located at 308 E Street, City of Lemoore, County of Kings, State of California, Assessor's Parcel Number 020-050-003, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"), which consists of (i) a public park area located on the northeast corner of Fox Street and E Street (the "Public Park Area"); (ii) the former "Train Depot" building and the immediate land on which such building is located in the middle of the Property on E Street (the "Train Depot Building"); and (iii) driveways, entry ways, and parking lot improvements surrounding the Train Depot Building and extending to the corner of E Street and Follett Street (the "Parking Area"). This Lease shall include only that portion of the Property consisting of the Train Depot Building (the "Leased Premises") and shall be used, as described herein, for purposes of operating a retail cannabis dispensary business in accordance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA" or "Act") of the State of California ("State"), as well as City's Ordinance No. 2019-03 ("Ordinance"), as set forth in the City's Municipal Code. The Public Park Area and the Parking Area shall be excluded from the Leased Premises.

Landlord also leases that certain real property consisting of vacant land and some land improved with a parking lot located in the City of Lemoore, County of Kings, State of California, Assessor's Parcel Numbers 020-050-001, 020-050-002, and 020-041-003 (the "Railroad Land"), from the Union Pacific Railroad pursuant to that certain Lease of Property which is hereby incorporated herein by this reference ("Railroad Lease"). Landlord hereby grants a non-exclusive right to Tenant, and Tenant accepts this non-exclusive right, to use both the Parking Area and the improved portion of the Railroad Land that is located immediately adjacent to the Parking Area (collectively, the "Parking Lot") for purposes of allowing customers, employees, guests, and other invitees to park in connection with Tenant's use of the Leased Premises, subject to the understanding that the Parking Lot is also available to the general public for use.

## Section 2. Term of Lease and Automatic Renewal.

- (a) The term of this Lease Agreement shall be for two (2) years (the "<u>Term</u>"), commencing on August 21, 2019 (the "<u>Commencement Date</u>"), and terminating on August 19, 2021 (the "<u>Ending Date</u>").
- (b) The Term shall automatically renew and be extended for up to thirteen (13) additional one (1) year periods (each an "<u>Extended Term</u>") after the Ending Date and each last day of any Extended Term unless either Landlord or Tenant provides the other with written notice of termination at least three (3) months in advance of the Ending Date or the last day of any Extended Term. If either Landlord or Tenant provides the other with written notice of termination in a timely manner, the Term of this Lease shall end on the Ending Date or the last day of any Extended Term (the "<u>Termination Date</u>"). Time is of the essence in providing written notice of termination to the other. If neither Landlord nor Tenant provides the other with written notice of termination in a timely manner, all references to the term "Term" in the Lease shall mean the "Extended Term."
- (c) Notwithstanding any provision of this Lease to the contrary the Term shall expire and this Lease shall terminate on the date which is 30 days after Tenant provides written notice to Landlord that either (1) Tenant's application to the State of California ("State") for either a temporary or permanent license to operate a retail cannabis dispensary business on the Leased Premises pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (the "Act") was denied or revoked by the State; (2) Tenant's application to the City of Lemoore ("City") for a permit to operate a retail cannabis dispensary business on the Leased Premises pursuant to City Ordinance 2019-03 (the "Ordinance") was denied or revoked by the City. Such date of expiration and termination shall also be the "Termination Date" for purposes of this Lease.

## Section 3. Base Rent.

Tenant shall pay annual rent in the amount of \$24,000 to Landlord during the Term (the "Base Rent"), payable in advance and in full within three (3) days of the Commencement Date and on the first day of each lease year thereafter during the Term (each a "Base Rent Payment Date"). Each Base Rent payment may be paid by check or cash on each Base Rent Payment Date. In the event either the State denies Tenant's application for a license under the Act or the City denies Tenant's application for a permit under the Ordinance, the lease will terminate at the end of the year in which the denials were provided. Except for the foregoing C, all Base Rent paid by the Developer shall be retained by Landlord in the event Developer applies for the transfer of a Regulatory Permit to operate a cannabis dispensary at a new location in the City and such transfer application is approved by City.

## Section 4. Additional Rent.

(a) Tenant shall pay and discharge the following items as additional rent (collectively, "Additional Rent"):

- (i) The payment of liability insurance as required by Section 10;
- (ii) The payment for maintenance and repairs as required by Section 11;
- (iii) The payment for utilities as required by Section 12;
- (iv) After the date all or any portion of any installment of Base Rent is due and not paid by the date which is five (5) days after each applicable Base Rent Payment Date, an amount (the "Late Charge") equal to five percent (5%) of the amount of such unpaid installment or portion thereof to reimburse Landlord for its cost and inconvenience incurred as a result of Tenant's delinquency;
- (v) Interest at the rate (the "<u>Default Rate</u>") of ten percent (10%) per annum on the following sums until paid in full: (A) all overdue installments of Base Rent from five (5) days after the date when any such amount becomes overdue, (B) all amounts of Additional Rent overdue for more than five (5) days relating to obligations which Landlord shall have paid on behalf of Tenant, from the date of payment thereof by Landlord, and (C) all other amounts of Additional Rent overdue for more than five (5) days, from the date when any such amount becomes overdue; and
- (vi) Except as otherwise specifically provided herein, all costs and expenses of Tenant and any other persons specifically referenced herein which are incurred in connection or associated with (A) the use, non-use, occupancy, possession, operation, condition, design, construction, maintenance, alteration, repair or restoration of any of the Leased Premises, (B) the performance of any of Tenant's obligations under this Lease Agreement, and (C) any other items specifically required to be paid by Tenant under this Lease Agreement.
- (b) Tenant shall pay and discharge (i) any Additional Rent referred to in Section 4(a)(i) when the same shall become due, provided that amounts which are billed to Landlord or any third party, but not to Tenant, shall be paid within thirty (30) days after Landlord's demand for payment thereof, and (ii) any other Additional Rent, within thirty (30) days after Landlord's demand for payment thereof.

## Section 5. Security Deposit.

Tenant shall not initially be required to pay any security deposit to Landlord; provided, however, if Tenant fails to pay any Basic Rent or Additional Rent in a timely manner on at least two (2) occasions, Landlord may request Tenant to pay Landlord a security deposit in the amount of \$12,000 and Tenant shall pay up to such amount as a security deposit within 14 days of receiving written notice of such request. If paid, Landlord shall have no obligation to pay any interest to Tenant on the security deposit. Landlord may also apply and use the security deposit to pay and cover any obligations of Tenant due and owing under this Lease Agreement.

## Section 6. Use.

Tenant may use the Leased Premises to operate a retail cannabis dispensary business in accordance with the Act and the Ordinance and for uses incidental thereto ("**Business**").

## Section 7. Improvements and Alterations.

- Landlord hereby authorizes Tenant to improve, modify, repair, maintain, and (a) otherwise alter the interior of the Leased Premises in any manner reasonably required by Tenant to operate the Business on the Leased Premises and permitted by applicable laws (the "Interior **Improvements**"). Tenant shall cause the Interior Improvements to be constructed and made to the Leased Premises as soon as practicable following the Commencement Date and during the entire Term. Tenant shall not commence or cause to be commenced construction of any Interior Improvements until Tenant shall obtain all necessary permits and certificates for final governmental approval of any Interior Improvements including any certificate of occupancy required for any such Interior Improvements. Tenant shall cause all Interior Improvements to be made in a good and workmanlike manner, using materials and equipment at least equal in quality and class to the existing components of the building on the Leased Premises, and in full compliance with any and all applicable building and safety laws. Tenant shall obtain and pay for all necessary permits and certificates for final California governmental approval of the Interior Improvements. Landlord shall cooperate with Tenant and provide any and all consent and signatures reasonably required by Tenant to construct the Interior Improvements and to obtain such permits, which consent shall not be unreasonably delayed, conditioned, or withheld. All Interior Improvements shall remain on the Leased Premises upon the Termination Date or sooner termination of this Lease Agreement and thereupon belong to Landlord.
- (b) Upon completion of the Interior Improvements, Tenant may make alterations or additional improvements in and to the interior of Leased Premises (hereinafter collectively referred to as "Alterations"), without Landlord's consent. Tenant shall cause any Alterations performed by it to be performed in a good and workmanlike manner, using materials and equipment at least equal in quality and class to the existing components of the building. Tenant shall obtain all necessary permits and certificates for final governmental approval of the Alterations. Tenant shall be solely responsible for obtaining a certificate of occupancy for all Alterations, and shall observe and comply with all applicable provisions of the laws granting construction liens for persons providing goods or services for the improvement of real estate. All Alternations shall remain on the Leased Premises upon the Termination Date or sooner termination of this Lease Agreement and thereupon belong to Landlord.
- (c) Tenant shall maintain and, except for damages resulting from an occurrence covered by property insurance, repair the exterior of the Leased Premises during the entire Term. Tenant may not improve, modify, or otherwise alter the exterior of the Leased Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's reasonable

discretion. In the event the exterior of the Leased Premises is damaged during the Term by an occurrence covered by property insurance, Landlord shall pay for the repair and improvements to the exterior of the Leased Premises. Any repairs or improvements to the exterior of the Leased Premises shall be made in a good and workmanlike manner, using materials and equipment at least equal in quality and class to the existing components of the building Leased Premises, and in full compliance with any and all applicable building and safety laws.

## Section 8. Possession.

Tenant shall accept possession of the Leased Premises in its "AS-IS," "WHERE IS" condition without any representation or warranty from Landlord whatsoever as to the quality, condition, or use of the Leased Premises and shall retain possession of the Leased Premises during the entire Term. Tenant may take possession of the Leased Premises in advance of the Commencement Date to begin construction of the Interior Improvements.

## Section 9. Quiet Enjoyment.

So long as Tenant is not in default under this Lease Agreement beyond applicable notice and cure periods, Tenant shall have continuous and exclusive possession of the Leased Premises, and shall have the quiet and peaceful use and enjoyment of the Leased Premises.

## Section 10. Insurance.

- (a) Tenant shall obtain, pay for, and maintain commercial liability insurance with liability coverage of not less than \$1,000,000 minimum coverage per occurrence and \$2,000,000 aggregate coverage. Tenant shall furnish Landlord with proof of insurance issued by an insurer reasonably approved by Landlord showing the coverage to be in force and showing Landlord as a named additional insured for all periods of the Term.
- (b) Landlord shall obtain, pay for, and maintain all risk property insurance coverage equal to the replacement cost of the Interior Improvements, the Alterations, and Tenant's Property (as defined below).
- (c) Tenant shall obtain, pay for, and maintain workers' compensation insurance as required in the State.
- (d) All insurance policies required of Tenant under this Lease Agreement shall: (i) be issued by companies licensed to do business in the State; and (ii) be deemed to be primary insurance in relation to any other insurance maintained by Landlord.
- (e) Tenant shall cause a certificate of insurance evidencing such policies to be delivered to Landlord upon the Effective Date and thereafter each year prior to the expiration date of each policy.

- (f) Landlord shall obtain, pay for, and maintain all risk property insurance coverage equal to the replacement cost of the building on the Leased Premises and the improvements in the Parking Lot, but excluding the Interior Improvements, the Alterations, and Tenant's Property.
- (g) Landlord shall not be liable to Tenant and, if Landlord obtains insurance covering the Leased Premises or any activities therein Tenant shall not be liable to Landlord or to any insurance company (by way of subrogation of otherwise) insuring Landlord or Tenant for any loss or damage to the Leased Premises, the structure of the buildings located thereon, other tangible property located on the Leased Premises, or any resulting loss of income, or losses under workers' compensation laws and benefits, despite the fact that such loss or damage might have been occasioned by the negligence or misconduct of such party, its agents or employees, provided and to the extent that any such loss or damage would be covered by insurance that the party suffering the loss is required to maintain pursuant to the terms of this Lease Agreement. The failure of Tenant or Landlord to insure its property shall not void this waiver. Tenant and Landlord shall secure an appropriate clause in, or an endorsement upon, each insurance policy obtained by it and covering or applicable to the Leased Premises and the personal property, fixtures, and equipment located therein or thereon, pursuant to which the insurance company consents to such waiver of right of recovery. The waiver of right of recovery set forth above shall extend to Landlord and Tenant and their respective agents and employees.

## Section 11. Maintenance and Repairs.

Tenant shall, at Tenant's own cost, maintain and repair the Leased Premises, the Interior Improvements, the Alterations, the Parking Lot, and the Railroad Land in good quality and condition and in full compliance with applicable laws. Tenant shall surrender the Leased Premises on the Termination Date or upon sooner termination of this Lease Agreement in its present quality and condition, normal wear and tear excepted. Notwithstanding the foregoing, Tenant shall not be responsible to improve or repair any damages caused to the Parking Lot or Railroad Land by any third-party who is not a customer, employee, guest, or other invitee of Developer.

## Section 12. Utilities.

From and after the Effective Date, Tenant shall promptly pay for all gas, electricity, water, sewer, garbage, telephone, and all other utilities services that are separately metered for the Leased Premises, including but not limited to any connection or hook-up fees and any penalties for discontinued or interrupted services, as they become due during the Term.

## Section 13. Payment of Taxes.

(a) Tenant shall have no obligations to pay for any real property taxes for the Leased Premises, which shall be the sole responsibility of Landlord.

(b) Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant's Property contained on the Leased Premises.

## Section 14. Compliance with Laws and Hazardous Materials.

- (a) Tenant shall not use any Hazardous Materials (hereinafter defined) on, from or affecting the Leased Premises in any manner which violates in any material respect federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials (collectively, "Environmental Laws"), except in the ordinary course of its business at the Leased Premises and in fully compliance with all applicable Environmental Laws.
- (b) Tenant agrees that, upon expiration of the Term, or upon any earlier termination of this Lease Agreement, Tenant shall deliver the Leased Premises to Landlord free of any and all Hazardous Materials used or placed by Tenant on the Leased Premises during the Term to the extent required by and in compliance with all Environmental Laws.
- (c) Notwithstanding anything contained herein to the contrary, Tenant shall have no liability or responsibility for any Hazardous Materials (including, without limitation, any duty to remediate or mitigate) (i) present, used, placed, disposed, discharged, emitted or released on, over, under, from or affecting the Leased Premises prior to the Term, or (ii) which have migrated from any other property onto, over, under or affecting the Leased Premises whether prior to or during the Term.
- For purposes of this Lease Agreement, "Hazardous Materials" include, without (d limitation, any flammable explosive or radioactive materials, mono- and polychlorinated biphenyls, petroleum products, natural gas, radon and natural gas liquids, asbestos-containing materials, hazardous materials, hazardous wastes, pollutants, contaminants, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC § 9601, et seq.), the Superfund Amendments and Reauthorization Act (Public Law 99-499, 100 Stat. 1613), the Hazardous Materials Transportation Act, as amended 949 USC § 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 USC § 6901, et seq.), the National Environmental Policy Act (42 USC 4321), the Safe Drinking Water Act (42 USC § 300F, et seq.), the Federal Water Pollution Control Act (33 USC § 1251, et seq.), the Clean Air Act (42 USC § 7401, et seq.), the Environmental Protection Agency regulations pertaining to asbestos (including 40 C.F.R. Part 61, 29 C.F.R. §§ 1910.1001 and 1926..58), the Toxic Substances Control Act, as amended (15 USC § 2601, et seq.), the California Environmental requirements and codes, as amended, and in the regulations, rules and policies adopted and promulgated thereto, or in any other federal, state or local governmental law, ordinance, rule or regulation.

## Section 15. Fixtures and Equipment.

All movable business and trade fixtures, furniture, and equipment that are installed in or affixed to

the Leased Premises by, or for the account of, Tenant and that can be removed without structural damage to the Leased Premises, and all articles of personal property and inventory owned by Tenant and located in the Leased Premises (collectively, "<u>Tenant's Property</u>") shall be, and shall remain, the property of Tenant during the Term and upon the Termination Date and may be removed by Tenant at any time, provided Tenant repairs or pays the cost of repairing any damage to the Leased Premises resulting from the removal thereof. At or before the Termination Date or sooner termination of this Lease Agreement, Tenant, at its sole expense, shall remove all of Tenant's Property from the Leased Premises and repair any damage to the Leased Premises resulting from removal of Tenant's Property.

## Section 16. Assignment or Subletting.

- (a) Tenant may not assign this Lease or sublet any portion of the Leased Premises, without prior written consent of Landlord, which consent shall not be unreasonably delayed, conditioned, or withheld.
- (b) A consent to one (1) assignment or sublet by Landlord shall not be deemed to be a consent to any subsequent assignment or sublet to any other party.

## Section 17. Entry.

Upon reasonable notice, Landlord shall have the right to enter the Leased Premises during business hours for property management business purposes in or about the Leased Premises, without any abatement of rent, provided that Tenant's enjoyment and use of the Leased Premises is not disturbed.

## Section 18. Signs.

Tenant may place, construct, or installed any new sign, notice, or display of any kind in, upon, about, or on the Leased Premises without the prior written consent of Landlord provided that such sign, notice, and display is placed, constructed, or installed in full compliance with all applicable laws.

## Section 19. Surrender and Holding Over.

(a) On the Termination Date or sooner termination of this Lease Agreement, Tenant shall remove all of Tenant's Property from the Leased Premises and peaceably and quietly surrender the Leased Premises to Landlord in broom-clean condition. If Tenant's Property is left at the Leased Premises for more than ten (10) days after the Termination Date or sooner termination of this Lease Agreement, such property shall be deemed to have been abandoned and, at Landlord's election, may be retained by Landlord as its property or removed and disposed of by Landlord at Tenant's sole cost and expense.

(b) If Tenant remains in possession of the Leased Premises after the Termination Date or sooner termination of this Lease Agreement without Landlord's consent, then Tenant's continued possession shall be on the basis of a tenancy at sufferance and Tenant shall pay as Base Rent during each month of the holdover period in the amount equal to 125 percent of the Base Rent payable under this Lease Agreement for the last 12 full calendar months before the date of expiration or termination. The provisions of this Section 19(b) shall survive the expiration or sooner termination of this Lease Agreement.

## Section 21. Destruction and Condemnation.

- (a) If during the Lease Term: (a) the whole of the Leased Premises is taken for any public or quasi-public use, under any statute, or by right of eminent domain; or (b) if any material part of the Leased Premises is so taken (as determined by Tenant), and the part not taken is insufficient for the operation of the Tenant's business at the Leased Premises, then when possession has been taken thereunder, this Lease shall terminate, and the Base Rent, Additional Rent, and other items payable under this Lease shall be adjusted and paid through and including the date of any such taking. If any such taking is insufficient, under the provision of this Section 21(b), to terminate this Lease, this Lease shall remain unaffected, except (as shall be confirmed in a written amendment to this Lease executed by both Landlord and Tenant):
- A. The Base Rent shall be reduced by an amount equal to the square footage of the taking of constructed interior improvements multiplied by the Base Rent measured on a square footage basis immediately before the taking. Until the new Base Rent is reasonably determined by written notice from Landlord to Tenant, Tenant shall pay Base Rent at the rate hereinbefore specified, and, upon such determination, an appropriate adjustment shall be made and the Tenant shall receive credit for any overpayment.
- B. The party receiving the award from such a taking shall, promptly after such taking and at its expense, restore all the improvements located in the part of the Leased Premises not taken to approximately the condition existing before such taking (but not personal property, trade fixtures, furniture, fixtures or equipment of Tenant, for which Tenant shall be responsible at its sole cost and expense).

Upon any taking hereunder, and except as otherwise provided herein, Landlord shall be entitled to receive the entire award for such taking. Tenant shall not be entitled to any payment based, inter alia, upon the value of its leasehold estate and/or any "bonus" value, the value of the unexpired term of this Lease or any renewal thereof, consequential damages to the land not so taken, or the diminution of the assemblage or plottage value of the land not so taken. Tenant may make a claim for an award at Tenant's cost, provided that any such award shall not affect or reduce Landlord's award.

## Section 21. Default.

Each of the following shall be an "Event of Default" under this Lease Agreement:

- (a) If Tenant fails to make any payment required by the provisions of this Lease Agreement within ten (10) days after the receipt of written notice from Landlord that Tenant has failed to make any such payment when due;
- (b) If Tenant fails to cure any material breach or default of the other covenants, terms, or conditions of this Lease Agreement within thirty (30) days after the receipt of written notice from Landlord that Tenant has failed breached or defaulted in the performance of any other covenants, terms, or conditions of this Lease Agreement. provided that it shall not be an Event of Default if Tenant commences the cure in said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or
- (c) If Tenant commits any of the foregoing acts in respect to any other lease agreement with Landlord for any other real property premises.

## Section 22. Remedies.

Upon the occurrence of an Event of Default under this Lease Agreement by Tenant, Landlord may elect any of the following remedies:

- (a) Terminate Tenant's right to possession of the Leased Premises upon written notice, in which case this Lease Agreement shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Leased Premises, expenses of reletting, including necessary renovation and alteration of the Leased Premises, reasonable attorney's fees, and any real estate commission actually paid, the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided.
- (b) Maintain Tenant's right to possession in which case this Lease Agreement shall continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease Agreement, including the right to recover the rent as it becomes due hereunder.
- (c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Leased Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease Agreement shall bear interest from the date due at the maximum rate then allowable by law.

If Landlord defaults in the performance of any obligation on Landlord's part to be performed or paid under the Lease, then Tenant, in addition to any and all rights and remedies permitted by law, equity and pursuant to this Lease (which remedies expressly include the right to terminate this Lease and obtain its damages from Landlord), may perform the same for the account and at the sole cost and expense of Landlord, without notice if an emergency exists, or, if no emergency exists, on thirty (30) days prior written notice to Landlord, and all third party costs and expenses paid by Tenant in curing such default shall be paid by Landlord to Tenant not later than thirty (30)

days after written demand, together with paid invoices and receipts reasonably substantiating the amounts paid by Tenant. If Landlord fails to pay to Tenant any amounts expended by Tenant to cure Landlord's default, then Tenant may offset the amount against Base Rent and Additional Rent hereunder. In the event of an emergency, Tenant shall give Landlord prompt notice of any action taken by Tenant pursuant to this Section 23 and shall incur only such costs and expenses as are necessary to meet the emergency; no additional costs or expenses shall be incurred which are not necessary to meet the emergency until Tenant shall have given Landlord thirty (30) days' prior written notice of default, as hereinabove provided.

# Section 23. Indemnity by Tenant.

Tenant shall pay for, defend (with an attorney reasonably approved by Landlord), indemnify, and hold Landlord harmless against and from any real or alleged damage or injury and from all claims, judgments, liabilities, costs, and expenses, including attorney fees and costs, arising out of or connected with Tenant's use of the Leased Premises and its facilities and any breach of this Lease Agreement by Tenant; provided (and though Tenant shall in all cases accept any tender of defense of any action or proceeding in which Landlord is named or made a party and shall, despite any allegations of negligence or misconduct on the part of Landlord, defend Landlord as provided in this Section 23) that Tenant shall not be liable for such damage or injury to the extent and in the proportion that it is ultimately determined to be attributable to the negligence or willful misconduct of Landlord or its agent, employee, contactor or any party for which Landlord is responsible. This obligation to indemnify shall include all of Landlord's attorney fees, litigation costs, investigation and court costs, and all other costs, expenses, and liabilities incurred by Landlord or its counsel from the first notice that any claim or demand is to be made or may be made, and shall survive the expiration or termination of this Lease Agreement.

### Section 24. Landlord's and Tenant's Right to Perform

If a party hereto fails to perform any obligation under this Lease Agreement after all applicable notice and cure periods, the other party hereto shall be entitled to make reasonable expenditures to cause proper performance on the failing party's behalf and at the failing party's expense, and the failing party promises to reimburse the performing party for any expenditures within thirty (30) days after receipt of written notice from the performing party requesting reimbursement, and failure of the failing party to make the reimbursement shall be deemed to be a default of this Lease Agreement. In the event a party fails to pay the other party within thirty (30) days after written notice, such party shall also pay the other party and be liable for interest at the rate of 10% on the unpaid charges until paid. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

# Section 25. Subordination.

This Lease shall be subject and subordinate, at all times, to the lien of all mortgages, indentures and deeds of trust which are now existing or which are hereafter placed against Landlord's interest in the Leased Premises.

# Section 26. Brokers.

Landlord and Tenant each represent and warrant to the other that they have not contracted with a broker, finder or similar person in connection with this Lease Agreement, and each party shall defend, indemnify and hold the other harmless from and against all liability, cost and expense, including reasonable attorneys' fees, incurred as a consequence of any claim by a person alleging to have contracted or dealt with one of the parties hereto in connection with this Lease Agreement.

# Section 29. Attorney Fees.

The prevailing party in any dispute between Tenant and Landlord to enforce or interpret this Lease Agreement shall be entitled to recover reasonable attorney fees and all other costs incurred to enforce or interpret any provision of this Lease Agreement from the other party regardless of whether any action is filed by either party.

# Section 28. Severability.

The invalidity of any provision of this Lease Agreement shall not affect the remainder and any invalid provision shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

# Section 29. Titles.

The titles or headings to paragraphs are for convenience in referencing provisions and shall have no effect on interpretation of the provisions of this Lease Agreement.

# Section 30. Successors.

This Lease Agreement shall apply to and bind the heirs, successors, and assigns of the parties.

# Section 31. Waiver.

The failure of either party to enforce a provision of this Lease Agreement shall not be deemed a waiver by such party for any purpose.

# Section 32. Entire Agreement.

This Lease Agreement, together with each attached exhibit, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties. All prior understandings and agreements between the parties are merged into this Lease Agreement, which alone fully and completely expresses the agreements and understandings of the parties.

# Section 33. Time of the Essence.

Time is of the essence in the performance of all obligations under this Lease Agreement.

### Section 34. No Partnership.

Landlord and Tenant shall not be partners or joint venturers in the conduct of the Business on the Leased Premises.

# Section 35. Force Majeure.

In the event that any time-related duty of Landlord or Tenant is delayed or hindered in or prevented from the performance of any act required herein by reason of strikes, lock outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of such party in performing work or doing acts required under the terms of this Lease Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of rent, additional rent or any other payment required by the terms of this Lease Agreement.

#### Section 36. Memorandum of Lease.

Tenant shall not record this Lease Agreement or any memorandum of lease without the prior written consent of Landlord.

# Section 37. Counterparts.

This Lease Agreement may be executed in several original, PDF, electronic, photocopy or original counterparts, each of which shall be an original but all of which shall collectively comprise a single instrument.

# Section 38. Notices.

Any notice to be given under this Lease Agreement shall be in writing and given either by overnight mail, personal delivery (including courier service), or registered or certified mail, with return receipt requested, postage prepaid and addressed as follows:

To Landlord: City of Lemoore

Attn: Nathan Olson, City Manager

711 W. Cinnamon Drive Lemoore, California 93245

Jenell Van Bindsbergen, City Attorney With a copy to:

Lozano Smith 7404 N. Spalding

Fresno, California 93720

To Tenant: Valley Pure Lemoore, LLC

Attn: Bruce Kopitar 132 N. Valencia Blvd.

Woodlake, California 93286

Matthew W. Quall, Esq. Quall Cardot LLP With a copy to:

205 E. River Park Circle, Suite 110

Fresno, California 93720

Section 39. Governing Law.

This Lease Agreement shall be governed by and construed in accordance with California law.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

The parties have executed this Lease Agreement as of the Effective Date.			
LANDLORD:	TENANT:		
<b>City of Lemoore</b> , a municipal corporation and general law city in the State of California	•		
By: Name: Nathan Olson Its: City Manager	By: Name: Bruce Kopitar Its: Sole Manager		
By: Name: Marisa Avalos Its: City Clerk	-		

#### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Lemoore City Council will conduct a Public Hearing at its Regular Meeting Tuesday, October 1, 2019, at 7:30 p.m. in the Lemoore Council Chamber located at 429 C Street, to consider and accept public comment on the consideration of a Project Development Agreement and a Cannabis Regulatory Permit proposed by and between the City of Lemoore and Valley Pure Lemoore, LLC ("Developer") to establish the terms on which City will lease property located at 308 E Street, Lemoore CA (APN 020-050-003) to Developer for purposes of operating a retail cannabis dispensary business in accordance with California's Medicinal and Adult-Use Cannabis Regulation and Safety Act, as well as City's Ordinance No. 2019-03 as set forth in the City's Municipal Code, for the sum of \$24,000 per annum payable in advance each lease year; provided, however, the Public Park Area and the Parking Area shall be excluded from the leased premises. The site is zoned Downtown Mixed Use, Core (DMX-1). The project is exempt from the requirements of the California Environmental Quality Act (CEQA), under the Class 3 categorical exemption (New Construction or Conversion of Small Structures) contained in Section 15303 of the CEQA Guidelines.

Information will be on file in the Office of the Community Development Department of the City of Lemoore located at 711 W. Cinnamon Drive, and can be reviewed during regular office hours. Persons having comments or concerns about the proposed lease agreement are encouraged to attend and offer their comments at the hearing. Written comments can be filed in the City Clerk's office, City of Lemoore, located at 711 W. Cinnamon Drive Lemoore, CA 93245 prior to the date of the hearing.

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

Marisa Avalos Lemoore City Clerk City of Lemoore

Published in Hanford Sentinel: September 20, 2019

# **Notice of Exemption**

Appendix E

To: Office of Planning and Research	From: (Public Agency): City of Lemoore 711 W Cinnamon Drive			
P.O. Box 3044, Room 113				
Sacramento, CA 95812-3044	Lemoore, CA 93245			
County Clerk County of: Kings	(Address)			
1400 W Lacey Blvd	(* 1881-888)			
Hanford, CA 93230				
Project Title: Project Development Agreemen	t - Train Depot Building			
Project Applicant: Valley Pure Lemoore, LLC				
Project Location - Specific:				
308 E Street				
Discipat Location City. Lemoore	Project Location County, Kings			
Project Location - City:	Froject Location - County.			
Description of Nature, Purpose and Beneficiarie A Project Development Agreement proposed by	s of Project: and between the City of Lemoore and Valley Pure Lemoore,			
LLC to establish the terms on which City will leas	e property located at 308 E Street (APN 020-050-003) to			
Developer for purposes of operating a retail cann	nabis dispensary business.			
City	of Lamoore			
Name of Public Agency Approving Project: City	ludy Hawall			
Name of Person or Agency Carrying Out Project	t:			
Exempt Status: (check one):				
☐ Ministerial (Sec. 21080(b)(1); 15268);				
□ Declared Emergency (Sec. 21080(b)(3)	• * * *			
<ul> <li>☐ Emergency Project (Sec. 21080(b)(4); 1</li> <li>☑ Categorical Exemption. State type and</li> </ul>	section number: Class 3, Section 150303(c)			
	per:			
Reasons why project is exempt:				
The project is a conversion of an existing small co	ommercial space not exceeding 2500 square feet and does not			
involve the use of significant amounts of hazardous substances. See attached for additional supporting				
information.				
Lead Agency				
Contact Person: Judy Holwell	Area Code/Telephone/Extension: 5599246744x740			
If filed by applicant:				
Attach certified document of exemption file				
	the public agency approving the project? ☐ Yes ☐ No			
Signature:	Date: Ocober 1, 2019 Title: Community Dev. Director			
■ Signed by Lead Agency  □ Signed	by Applicant			
Authority cited: Sections 21083 and 21110, Public Resource Reference: Sections 21108, 21152, and 21152.1, Public R				



119 Fox Street • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-9003

# **Staff Report**

Item No: 5-1

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: September 19, 2019 Meeting Date: October 1, 2019

Subject: Approval of the Recommended City Positions for the 2019 League of

**California Cities Annual Conference Resolutions** 

**Strategic Initiative:** 

- 11 - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	□ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

#### **Proposed Motion:**

Authorize the City's voting delegate to vote on two resolutions to be considered at the annual League of California Cities conference to be held in Long Beach, CA from October 16-18, 2019.

#### Subject/Discussion:

On September 17, 2019 City Council appointed Mayor Neal as the voting delegate for the League of California Cities Annual Conference, which is to be held October 16-18, 2019 in Long Beach, California. Each year, the LOCC accepts resolutions from member cities and elected officials to be voted on at its annual conference. This year, two (2) resolutions have been introduced for consideration, at the conference and referred to appropriate LOCC Policy Committees.

The voting delegates at the annual business meeting make the final determination on the resolutions. The resolutions to be considered by the League's Policy Committees are subject to change in their current form.

By approving the recommendations for the resolutions, the City's LOCC representative, Mayor Neal, will have the City Council's general guidance for the vote to be taken and is

authorized to vote on amended resolutions in the manner deemed to be in the best interest of the City.

The LOCC Annual Conference Resolution packet contains the original language of the resolution in its current form, along with the LOCC analysis and letters of support. Below, is a brief outline of each resolution with the resolution title, the recommended City position, and the impacted City department(s).

#### **Resolution One:**

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING ON THE CALIFORNIA PUBLIC UTILITIES COMMISSION TO AMEND RULE 20A TO ADD PROJECTS IN VERY HGH FIRE HAZARD SEVERITY ZONES TO THE LIST OF ELIGIBILITY CRITERIA AND TO INCREASE FUNDING ALLOCATIONS FOR RULE 20A PROJECTS

Recommendation: A vote in support of the resolution.

Impacted Departments: No direct department implications at this time.

#### **Resolution Two:**

A RESOLUTION CALLING UPON THE FEDERAL AND STATE GOVERNMENTS TO ADDRESS THE DEVASTATING IMPACTS OF INTERNATIONAL TRANSBOUNDARY POLLUTION FLOWS INTO THE SOUTHERNMOST REGIONS OF CALIFORNIA AND THE PACIFIC OCEAN

Recommendation: Abstain from vote, as the resolution does not contain enough information.

Impacted Departments: No direct department implications at this time.

#### Financial Consideration(s):

The California Public Utilities Commission currently reports a cumulative credit surplus valued at roughly \$1 billion. The Border Water Infrastructure Program was initially funded at \$100 million per year, but has reduced over the last 20 years to its current level of \$10 million. EPA Region 9 identified a multitude of BWIP-eligible projects along the southern border totaling over \$300 million

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

The City Council can choose to recommend a vote in support or opposition to either resolution.

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

Not Applicable.

#### **Staff Recommendation:**

Staff recommends City Council authorization for the Voting Delegate to vote in accordance with City Council direction for both resolutions at the 2019 League of California Cities Annual Conference.

Attachments:	Review:	Date:
☐ Resolution:		09/26/19
☐ Ordinance:	□ City Attorney	09/26/19
□ Map	□ City Clerk	09/27/19
☐ Contract	□ City Manager	09/27/19
Other	⊠ Finance	09/25/19
List: League Resolution Packet		



# Annual Conference Resolutions Packet

# 2019 Annual Conference Resolutions



Long Beach, California
October 16 – 18, 2019

#### INFORMATION AND PROCEDURES

**RESOLUTIONS CONTAINED IN THIS PACKET**: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to League policy committees.

**POLICY COMMITTEES**: Two policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality and Transportation, Communication & Public Works. The committees will meet from 9:00-11:00 a.m. on Wednesday, October 16, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 17, at the Hyatt Regency Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

<u>ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY</u>: This meeting will be held at 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 17. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Carly Shelby <u>cshelby@cacities.org</u> 916-658-8279 or Nick Romo <u>nromo@cacities.org</u> 916-658-8232 at the League office.

## GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

# **Guidelines for Annual Conference Resolutions**

- 1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
- 2. The issue is not of a purely local or regional concern.
- 3. The recommended policy should not simply restate existing League policy.
- 4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principles around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

# **LOCATION OF MEETINGS**

## **Policy Committee Meetings**

Wednesday, October 16, 9:00 – 11:00 a.m. Hyatt Regency Long Beach 200 South Pine Avenue, Long Beach

# The following committees will be meeting:

- 1. Environmental Quality 10:00 11:00 a.m.
- 2. Transportation, Communication & Public Works 9:00 10:00 a.m.

## **General Resolutions Committee**

Thursday, October 17, 1:00 p.m. Hyatt Regency Long Beach 200 South Pine Avenue, Long Beach

## **Annual Business Meeting and General Assembly Luncheon**

Friday, October 18, 12:30 p.m. Long Beach Convention Center 300 East Ocean Boulevard, Long Beach

# KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action			
			1	2	3
					nmendation
		to General Resolutions Committee			Committee
		2 – General			
		Resolutions Committee			
	1	3 - Ger	eral Assen	nbly	
				9	_
ENVIRONMENTAL QUALITY POLICY COMMITTEE					
-			1	2	3
1	Amendment to Rule 20A				
2	International Transboundary Pollution Flows				

# TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		 2	3
1	Amendment to Rule 20A		,

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: <a href="www.cacities.org">www.cacities.org</a>. The entire Resolutions Packet is posted at: <a href="www.cacities.org/resolutions">www.cacities.org/resolutions</a>.

# KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES	KEY TO ACTIONS TAKEN		
1. Policy Committee	A	Approve	
2. General Resolutions Committee	$\mathbf{D}^{-1}$	Disapprove	
3. General Assembly	N	No Action	
	R	Refer to appropriate policy committee for study	
ACTION FOOTNOTES	a	Amend+	
* Subject matter covered in another resolution	Aa	Approve as amended+	
** Existing League policy	Aaa	Approve with additional amendment(s)+	
*** Local authority presently exists	Ra	Refer as amended to appropriate policy committee for study+	
	Raa	Additional amendments and refer+	
	Da	Amend (for clarity or brevity) and Disapprove+	
	Na	Amend (for clarity or brevity) and take No Action+	
	W	Withdrawn by Sponsor	

## **Procedural Note:**

The League of California Cities resolution process at the Annual Conference is guided by League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: Guidelines for the Annual Conference Resolutions Process.

# **League of California Cities Resolution Process**

#### REGULAR RESOLUTIONS

Policy Committee Action	General Resolutions Committee Action	Calendar
Approve	Approve	Consent Calendar <sup>1</sup>
Approve	Disapprove or Refer	Regular Calendar <sup>2</sup>
Disapprove or Refer	Approve	Regular Calendar
Disapprove or Refer	Disapprove or Refer	Does not proceed to General
		Assembly

#### **PETITION RESOLUTIONS**

Policy Committee Action	General Resolutions Committee Action	Calendar
Not Heard in Policy Committee	Approve	Consent Calendar
Not Heard in Policy Committee	Disapprove or Refer	Regular Calendar
Not Heard in Policy Committee	Disqualified per Bylaws Art.	Does not proceed to General
,	VI	Assembly

#### Resolutions

- Submitted 60 days prior to conference Bylaws Article VI, Sec. 4(a)
- Signatures of at least 5 supporting cities or city officials submitted with the proposed resolution *Bylaws Article VI, Sec. 2*
- Assigned to policy committee(s) by League president Bylaws Article VI, Sec. 4(b)(i)
- Heard in policy committee(s) and report recommendation, if any, to GRC *Bylaws Article VI, Sec.* 4(b)(ii)
- Heard in GRC
  - Approved by policy committee(s) and GRC, goes on to General Assembly on consent calendar 2006 General Assembly Resolution Sec. 2(C)
  - If amended/approved by all policy committee(s) to which it has been referred and disapproved by GRC, then goes on to General Assembly on the regular calendar. If not all policy committees to which it has been referred recommend amendment or approval, and the GRC disapproves or refers the resolution, the resolution does not move to the General Assembly 2006 General Assembly Resolution Sec. 2(A), (C); 1998 General Assembly Resolution, 1st Resolved Clause
  - If disapproved by all policy committees to which it has been referred and disapproved by the GRC, resolution does not move to the General Assembly 2006 General Assembly Resolution Sec. 2(C)
- Heard in General Assembly

<sup>&</sup>lt;sup>1</sup> The consent calendar should only be used for resolutions where there is unanimity between the policy committees and the GRC that a resolution should be approved by the General Assembly, and therefore, it can be concluded that there will be less desire to debate the resolution on the floor.

<sup>&</sup>lt;sup>2</sup> The regular calendar is for resolutions for which there is a difference in recommendations between the policy committees and the GRC.

### **Petitioned Resolutions**

- Submitted by voting delegate *Bylaws Article VI*, Sec. 5 (a)
- Must be signed by voting delegates representing 10% of the member cities *Bylaws Article VI, Sec. 5* (c)
- Signatures confirmed by League staff
- Submitted to the League president for confirmation 24 hours before the beginning of the General Assembly. *Bylaws Article VI, Sec. 5 (d)*
- Petition to be reviewed by Parliamentarian for required signatures of voting delegates and for form and substance *Bylaws Article VI*, *Sec. 5(e)*
- Parliamentarian's report is presented to chair of GRC
- Will be heard at GRC for action (GRC cannot amend but may recommend by a majority vote to the GA technical or clarifying amendments) 2006 General Assembly Resolution sec. 6(A), (B)
- GRC may disqualify if:
  - Non-germane to city issues
  - Identical or substantially similar in substance to a resolution already under consideration Bylaws Article VI, Sec. 5(e), (f)
- Heard in General Assembly
  - General Assembly will consider the resolution following the other resolutions<sup>3</sup> *Bylaws Article VI, Sec. 5(g)*
  - Substantive amendments that change the intent of the petitioned resolution may only be adopted by the GA 2006 General Assembly Resolution sec. 6(C)

# **Voting Procedure in the General Assembly**

<u>Consent Calendar:</u> Resolution approved by Policy Committee(s) and GRC. Petitioned resolution approved by GRC)

- GRC Chair will be asked to give the report from the GRC and will ask for adoption of the GRC's recommendations
- Ask delegates if there is a desire to call out a resolution for discussion
- A voting delegate may make a motion to remove a resolution from the consent calendar for discussion
- If a motion is made to pull a resolution, the General Assembly votes on whether to pull the resolution from the consent calendar.
- If a majority of the General Assembly votes to pull the resolution, set "called out" reso(s) aside. If the motion fails, the resolution remains on the consent calendar.
- If reso(s) not called out, or after 'called out' reso is set aside, then ask for vote on remaining resos left on consent
- Move on to debate on reso(s) called out
- After debate, a vote is taken
- Voting delegates vote on resolutions by raising their voting cards.<sup>4</sup>

<sup>&</sup>lt;sup>3</sup> Petitioned Resolutions on the Consent Calendar will be placed after all General Resolutions on the Consent Calendar. Petitioned Resolutions on the Regular Calendar will be placed after all General Resolutions on the Regular Calendar.

<sup>&</sup>lt;sup>4</sup> Amendments to League bylaws require 2/3 vote

<u>Regular Calendar</u>: Regular resolutions approved by Policy Committee(s)<sup>5</sup>, and GRC recommends disapproval or referral; Regular resolutions disapproved or referred by Policy Committee(s)<sup>6</sup> and GRC approves; Petitioned resolutions disapproved or referred by the GRC.

- Open the floor to determine if a voting delegate wishes to debate a resolution on the regular calendar.
- If no voting delegate requests a debate on the resolution, a vote to ratify the recommendation of the GRC on the resolution is taken.
- Upon a motion by a voting delegate to debate a resolution, a debate shall be held if approved by a majority vote of the General Assembly. If a majority of the General Assembly to debate the resolution is not achieved, then a vote shall be taken on whether to ratify the GRC's recommendation. If a majority of the General Assembly approves of the motion to debate the resolution, debate will occur. After debate on the resolution, a vote is taken based upon the substitute motion that was made, if any, or on the question of ratifying the GRC's recommendation.
- Voting delegates vote by raising their voting cards.

<sup>&</sup>lt;sup>5</sup> Applies in the instance where the GRC recommendation of disapproval or refer is counter to the recommendations of the policy committees.

<sup>&</sup>lt;sup>6</sup> Applies in the instance where the GRC recommendation to approve is counter to the recommendations of the policy committees.

1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING ON THE CALIFORNIA PUBLIC UTILITIES COMMISSION TO AMEND RULE 20A TO ADD PROJECTS IN VERY HIGH FIRE HAZARD SEVERITY ZONES TO THE LIST OF ELIGIBILITY CRITERIA AND TO INCREASE FUNDING ALLOCATIONS FOR RULE 20A PROJECTS

Source: City of Rancho Palos Verdes

Concurrence of five or more cities/city officials

<u>Cities:</u> City of Hidden Hills, City of La Cañada Flintridge, City of Laguna Beach, City of Lakeport, City of Malibu, City of Moorpark, City of Nevada City, City of Palos Verdes Estates, City of Rolling Hills Estates, City of Rolling Hills, City of Ventura

<u>Referred to:</u> Environmental Quality Policy Committee; Transportation, Communications, and Public Works Policy Committee

**WHEREAS**, the California Public Utilities Commission regulates the undergrounding conversion of overhead utilities under Electric Tariff Rule 20 and;

WHEREAS, conversion projects deemed to have a public benefit are eligible to be funded by ratepayers under Rule 20A; and

**WHEREAS**, the criteria under Rule 20A largely restricts eligible projects to those along streets with high volumes of public traffic; and

WHEREAS, the cost of undergrounding projects that do not meet Rule 20A criteria is left mostly or entirely to property owners under other parts of Rule 20; and

WHEREAS, California is experiencing fire seasons of worsening severity; and

**WHEREAS**, undergrounding overhead utilities that can spark brush fires is an important tool in preventing them and offers a public benefit; and

WHEREAS, brush fires are not restricted to starting near streets with high volumes of public traffic; and

WHEREAS, expanding Rule 20A criteria to include Very High Fire Hazard Severity Zones would facilitate undergrounding projects that would help prevent fires; and

WHEREAS, expanding Rule 20A criteria as described above and increasing funding allocations for Rule 20A projects would lead to more undergrounding in Very High Fire Hazard Severity Zones; and now therefore let it be,

**RESOLVED** that the League of California Cities calls on the California Public Utilities Commission to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility and to increase funding allocations for Rule 20A projects.

# **Background Information on Resolution No. 1**

Source: City of Rancho Palos Verdes

#### Background:

Rancho Palos Verdes is the most populated California city to have 90 percent or more of residents living in a Cal Fire-designated Very High Fire Hazard Severity Zone. Over the years, the Palos Verdes Peninsula has seen numerous brush fires that were determined to be caused by electrical utility equipment.

Across the state, some of the most destructive and deadly wildfires were sparked by power equipment. But when it comes to undergrounding overhead utilities, fire safety is not taken into account when considering using ratepayer funds to pay for these projects under California's Electric Tariff Rule 20 program. The program was largely intended to address visual blight when it was implemented in 1967. Under Rule 20A, utilities must allocate ratepayer funds to undergrounding conversion projects chosen by local governments that have a public benefit and meet one or more of the following criteria:

- Eliminate an unusually heavy concentration of overhead lines;
- Involve a street or road with a high volume of public traffic;
- Benefit a civic or public recreation area or area of unusual scenic interest; and,
- Be listed as an arterial street or major collector as defined in the Governor's Office of Planning and Research (OPR) Guidelines.

As we know, brush fires are not restricted to erupting in these limited areas. California's fire season has worsened in severity in recent years, claiming dozens of lives and destroying tens of thousands of structures in 2018 alone.

Excluding fire safety from Rule 20A eligibility criteria puts the task of undergrounding power lines in Very High Fire Hazard Severity Zones squarely on property owners who are proactive, willing and able to foot the bill.

The proposed resolution calls on the California Public Utilities Commission to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the proposed resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

If adopted, utilities will be incentivized to prioritize undergrounding projects that could potentially save millions of dollars and many lives.

# League of California Cities Staff Analysis on Resolution No. 1

Staff:

Rony Berdugo, Legislative Representative, Derek Dolfie, Legislative Representative, Caroline Cirrincione, Legislative Policy Analyst

Committees: Environmental Quality; Transportation, Communications, and Public Works

Summary:

This Resolution, in response to intensifying fire seasons and hazards associated with exposed energized utility lines, proposes that the League of California Cities (League) call upon the California Public Utilities Commission (CPUC) to amend the Rule 20A program by expanding the criteria for undergrounding overhead utilities to include projects in Very High Fire Hazard Severity Zones (VHFHSZ). This Resolution also proposes that the League call upon the CPUC to increase utilities' funding allocations for Rule 20A projects.

## **Background**

## California Wildfires and Utilities

Over the last several years, the increasing severity and frequency of California's wildfires have prompted state and local governments to seek urgent prevention and mitigation actions. Record breaking wildfires in Northern and Southern California in both 2017 and 2018 have caused destruction and loss of life. This severe fire trend has local officials seeking solutions to combat what is now a year-round fire season exacerbated by years of drought, intense weather patterns, untamed vegetation and global warming.

These conditions create a dangerous catalyst for wildfires caused by utilities as extreme wind and weather events make downed power lines more of a risk. In response to recent catastrophic wildfires, Governor Newsom established a Strike Force tasked with developing a "comprehensive roadmap" to address issues related to wildfires, climate change, and utilities. The Strike Force report acknowledges that measures to harden the electrical grid are critical to wildfire risk management. A key utility hardening strategy: undergrounding lines in extreme high-fire areas.

Governor Newsom's Wildfire Strike Force program report concludes, "It's not a question of "if" wildfire will strike, but "when."

Very High Fire Hazard Severity Zones

This Resolution seeks to expand the undergrounding of overhead utility lines in VHFHSZ. California Government Code Section 51178 requires the Director of the California Department of Forestry and Fire Protection (CalFIRE) to identify areas in the state as VHFHSZ based on the potential fire hazard in those areas. VHFHSZ are determined based on fuel loading, slope, fire weather, and other relevant factors. These zones are in both local responsibility areas and state responsibility areas. Maps of the statewide and county by county VHFHSZ can be found here.

<sup>&</sup>lt;sup>1</sup> https://osfm.fire.ca.gov/divisions/wildfire-prevention-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/

More than 25 million acres of California wildlands are classified under very high or extreme fire threat. Approximately 25 percent of the state's population, 11 million people, live in those high-risk areas. Additionally, over 350,000 Californians live in cities that are nearly encompassed within Cal Fire's maps of VHFHSZ. Similar to the proponents of this Resolution, City of Rancho Palos Verdes, over 75 communities have 90 percent or more of residents living in a VHFHSZ.

#### **CPUC Rule 20 Program**

The CPUC's Rule 20 program lays out the guidelines and procedures for converting overhead electric and telecommunication facilities to underground electric facilities. Rule 20 funding and criteria is provided at four levels. Levels A, B, and C, reflect progressively diminishing ratepayer funding for undergrounding projects. Recently added Rule 20D is a relatively new program that is specific to San Diego Gas and Electric (SDG&E), which was created in response to the destructive 2007 wildfires. Each of these levels will be discussed below:

#### Rule 20A

The first California overhead conversion program, Rule 20A, was created in 1967 under then Governor Ronald Reagan. The program was created to provide a consistent and structured means of undergrounding utility lines throughout the state with costs covered broadly by utility ratepayers.

Each year, Investor Owned Utilities (IOUs) propose their Rule 20A allocation amounts to the CPUC during annual general rate case proceedings. In this process, IOUs propose revised utility customer rates based on expected service costs, new energy procurement and projects for the following year, including Rule 20 allocations. The CPUC then reviews, amends, and approves IOU rates. Currently, the cumulative budgeted amount for Rule 20A for Pacific Gas and Electric (PG&E), Southern California Edison (SCE), and San Diego Gas and Electric (SDG&E) totals around \$95.7 million.

The funding set aside by IOUs for Rule 20A is allocated to local governments through a credit system, with each credit holding a value to be used solely for the costs of an undergrounding project. The credit system was created so that local governments and IOUs can complete undergrounding projects without municipal financing. Through Rule 20A, municipalities that have developed and received city council approval for an undergrounding plan receive annual credits from the IOU in their service area. At the last count by the CPUC, over 500 local governments (cities and counties) participate in the credit system.

While these credits have no inherent monetary value, they can be traded in or banked for the conversion of overhead lines. Municipalities can choose to accumulate their credits until their credit balance is sufficient to cover these conversion projects, or choose to borrow future undergrounding allocations for a period of up to five years. Once the cumulative balance of credits is sufficient to cover the cost of a conversion project, the municipality and the utility can move forward with the undergrounding. All of the planning, design, and construction is performed by the participating utility. Upon the completion of an undergrounding project, the utility is compensated through the local government's Rule 20A credits.

At the outset of the program, the amount of allocated credits were determined by a formula which factored in the number of utility meters within a municipality in comparison to the utilities' service territory. However, in recent years the formula has changed. Credit allocations for IOUs, except for PG&E, are now determined based on the allocation a city or county received in 1990 and is then adjusted for the following factors:

- 50% of the *change from the 1990* total budgeted amount is allocated for the ratio of the number of overhead meters in any city or unincorporated area to the total system overhead meters; and
- 50% of the *change from the 1990* total budgeted amount is allocated for the ratio of the number of meters (which includes older homes that have overhead services, and newer homes with completely underground services) in any city or the unincorporated area to the total system meters.

As noted, PG&E has a different funding formula for their Rule 20A credit allocations as they are not tied to the 1990 base allocation. Prior to 2011, PG&E was allocating approximately five to six percent of its revenue to the Rule 20A program. The CPUC decided in 2011 that PG&E's Rule 20A allocations should be reduced by almost half in an effort to decrease the growing accumulation of credits amongst local governments. Since 2011, PG&E's annual allocations for Rule 20A have been around \$41.3 million annually, which is between two and three percent of their total revenue.

### Criteria for Rule 20A Projects

For an undergrounding project to qualify for the Rule 20A program, there are several criteria that need to be met. The project must have a public benefit and:

- 1. Eliminate an unusually heavy concentration of overhead lines
- 2. Involve a street or road with a high volume of public traffic
- 3. Benefit a civic or public recreation area or area of unusual scenic interest,
- 4. Be listed as an arterial street or major collector as defined in the Governor's Office of Planning and Research (OPR) Guidelines

Notably, fire safety is excluded from the list of criteria that favors aesthetic and other public safety projects.

# Rule 20A Credit System Imbalance Threatens Program Effectiveness

Allocations are made by utilities each year for Rule 20A credits. These current budget allocations total \$95.7 million a year. Currently, the cumulative balance of credits throughout the state totals over \$1 billion dollars. The Rule 20A cumulative balances aggregated by region can be found here.<sup>2</sup>

<sup>&</sup>lt;sup>2</sup> Program Review, California Overhead Conversion Program, Rule 20A for Years 2011-2015, "The Billion Dollar Risk," California Public Utilities

https://www.cpuc.ca.gov/uploadedFiles/CPUC\_Public\_Website/Content/About\_Us/Organization/Divisions/Policy\_and\_Planning/PPD\_Work\_Products (2014\_forward)(1)/PPD\_Rule\_20-A.pdf

Note: The existing credit allocation formulas do not consider a municipality's need or plans for overhead conversion projects, resulting in large credit balances in some jurisdictions.

Cities and counties are, however, able to trade or sell unallocated Rule 20A credits if they will not be used to fund local undergrounding projects. There have been several cases where one agency has sold their unused credits, often for less than the full dollar value of the credits themselves to another agency.

#### Rule 20B

Rule 20B projects are those that do not fit the Rule 20A criteria, but do, however, involve both sides of the street for at least 600 feet. These projects are typically done in conjunction with larger developments and are mostly paid for by the developer or applicant. Additionally, the applicant is responsible for the installation.

#### Rule 20C

Rule 20C projects are usually small projects that involve property owners. The majority of the cost is usually borne by the applicants. Rule 20C applies when the project does not qualify for either Rule 20A or Rule 20B.

#### Rule 20D--Wildfire Mitigation Undergrounding Program

Rule 20D was approved by the CPUC in January of 2014 and only applies to SDG&E. The Rule 20D program was established largely in response to the destructive wildfires that occurred in San Diego in 2007 as a wildfire mitigation undergrounding program. According to SDG&E, the objective of the Rule 20D undergrounding is exclusively for fire hardening as opposed to aesthetics. The program is limited in scope and is restricted to communities in SDG&E's Fire Threat Zone (now referred to as the <u>High Fire Threat District or HFTD</u>). As of this time, the program has yet to yield any projects and no projects are currently planned.

For an undergrounding project to qualify for the Rule 20D program, a minimum of three of the following criteria must be met. The project must be near, within, or impactful to:

- Critical electric infrastructure
- Remaining useful life of electric infrastructure
- Exposure to vegetation or tree contact
- Density and proximity of fuel
- Critical surrounding non-electric assets (including structures and sensitive environmental areas)
- Service to public agencies
- Accessibility for firefighters

Similar to Rule 20A, SDG&E must allocate funding each year through their general rate case proceedings to Rule 20D to be approved by the CPUC. This funding is separate from the allocations SDG&E makes for Rule 20A. However, the process of distributing this funding to localities is different. The amount of funding allocated to each city and county for Rule 20D is based on the ratio of the number of miles of overhead lines in SDG&E Fire Threat Zones in a city or county to the total miles of SDG&E overhead lines in the entire SDG&E fire zone. The

Rule 20D program is administered by the utility consistent with the existing reporting, engineering, accounting, and management practices for Rule 20A.

The Committee may want to consider whether Rule 20D should instead be expanded, adapted, or further utilized to support funding for overhead conversions within VHFHSZ throughout the state.

#### **Fiscal Impact:**

The costs to the State associated with this Resolution will be related to the staff and programmatic costs to the CPUC to take the necessary measures to consider and adopt changes to Rule 20A to include projects in VHFHSZ to the list of criteria for eligibility.

This Resolution calls for an unspecified increase in funding for Rule 20A projects, inferring that portions of increased funds will go towards newly eligible high fire hazard zones. While the Resolution does not request a specific amount be allocated, it can be assumed that these increased costs will be supported by utility ratepayers. According to the CPUC, the annual allocations towards Rule 20A are \$95.7 million.

The CPUC currently reports a cumulative credit surplus valued at roughly \$1 billion that in various regions, given the approval of expanded eligibility called for by this Resolution, could be used to supplement and reduce the level of new dollars needed to make a significant impact in VHFHSZ. The CPUC follows that overhead conversion projects range from \$93,000 per mile for rural construction to \$5 million per mile for urban construction.

The Resolution states that "California is experiencing fire seasons of worsening severity" which is supported by not only the tremendous loss of property and life from recent wildfires, but also in the rising costs associated with clean up, recovery, and other economic losses with high estimates in the hundreds of billions of dollars.

The Committee may wish to consider the costs associated with undergrounding utility lines in relation to the costs associated with past wildfires and wildfires to come.

#### **Comments:**

# CPUC Currently Exploring Revisions to Rule 20

In May 2017, the CPUC issued an Order Instituting Rulemaking to Consider Revisions to Electric Rule 20 and Related Matters. The CPUC will primarily focus on revisions to Rule 20A but may make conforming changes to other parts of Rule 20. The League is a party in these proceedings will provide comments.

#### Beyond Rule 20A: Additional Options for Funding Undergrounding Projects

There are various ways in which cities can generate funding for undergrounding projects that fall outside of the scope of Rule 20A. At the local level, cities can choose to forgo the Rule 20A process and opt to use their own General Fund money for undergrounding. Other options are also discussed below:

### Rule 20D Expansion

The City of Berkley in a 2018 study titled "Conceptual Study for Undergrounding Utility Wires in Berkley," found that the city could possibly qualify for Rule 20D funding if they actively pursued this opportunity in partnership with PG&E and the CPUC.

One of the study's recommendations is to advocate for release of 20D funds (now earmarked exclusively for SDG&E) to be used for more aggressive fire hardening techniques for aboveground utility poles and equipment, for undergrounding power lines, and for more aggressive utility pole and vegetation management practices in the Very High Hazard Fire Zone within Berkeley's city limits.

As an alternative to changing the criteria for Rule 20A, the Committee may wish to consider whether there is the opportunity to advocate for the expansion of Rule 20D funding more broadly, expanding its reach to all IOU territories.

## Franchise Surcharge Fees

Aside from Rule 20 allocations, cities can generate funding for undergrounding through franchise fee surcharges. For example, SDG&E currently operates under a 50-year City franchise that was granted in 1970. Under the franchises approved by the San Diego City Council in December 1970, SDG&E agreed to pay a franchise fee to the City equivalent to 3% of its gross receipts from the sales of both natural gas and electricity for 30 years.

These fees were renegotiated in 2000 and in 2001 an agreement was between the City of San Diego, SDG&E, and the CPUC to extend the existing franchise fee to include revenues collected from surcharges. SDG&E requested an increase of 3.88% to its existing electric franchise fee surcharge. The bulk, 3.53% of this increase is to be used for underground conversion of overhead electric wires.

Based on SDG&E's revenue projections, the increase would result in an additional surcharge revenue amount of approximately \$36.5 million per year. SDG&E estimates that this would create a monthly increase of approximately \$3.00 to a typical residential customer's electric bill. These surcharge revenues would pay for additional undergrounding projects including those that do not meet the Rule 20A criteria. The City of Santa Barbara has also adopted a similar franchise surcharge fee.

Having this funding source allows the City of San Diego to underground significantly more miles of above ground utility lines than other municipalities. However, the surcharge is currently being challenged in court, as it is argued that the City had SDG&E impose a tax without a ballot measure.

Utility Bankruptcy and Undergrounding Funding

In considering this Resolution, it is important to understand that Rule 20A allocations have been more substantial in the past. As mentioned earlier, prior to 2011, PG&E was allocating approximately 5% to 6% of its revenue to the Rule 20A program. Therefore, it is not unreasonable to encourage an increase in Rule 20A allocations as history shows that utilities had the capacity to do so in the past.

However, in a time where IOUs such as PG&E are facing bankruptcy as the result of utility caused wildfires, there is the possibility that expanding rule 20A funding will generate more costs for the ratepayers.

#### **Questions to Consider:**

- 1) Is Rule 20A or Rule 20D the more appropriate program to advocate for such an expansion?
- 2) Are there any wildfire risks outside of VHFHSZ that could be mitigated by undergrounding projects?

### **Existing League Policy:**

Public Safety:

The League supports additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions. (pg. 43)

The League supports the fire service mission of saving lives and protecting property through fire prevention, disaster preparedness, hazardous-materials mitigation, specialized rescue, etc., as well as cities' authority and discretion to provide all emergency services to their communities. (pg. 43)

Transportation, Communication, and Public Works:

Existing telecommunications providers and new entrants shall adhere to local city policies on public utility undergrounding. (pg. 54)

The League supports protecting the additional funding for local transportation and other critical unmet infrastructure needs. (pg. 51)

The League supports innovative strategies including public private partnerships at the state and local levels to enhance public works funding. (pg. 52)

Environmental Quality

The League opposes any legislation that interferes with local utility rate setting authority and opposes any legislation that restricts the ability of a city to transfer revenue from a utility (or other enterprise activity) to the city's general fund. (pg. 9)

Cities should continue to have the authority to issue franchises and any program should be at least revenue neutral relative to revenue currently received from franchises. (pg. 9)

The League is concerned about the impacts of escalating energy prices on low income residents and small businesses. The League supports energy pricing structures and other mechanisms to soften the impacts on this segment of our community. (pg. 10)

### 2019 Strategic Goals

Improve Disaster Preparedness, Recovery and Climate Resiliency.

- Provide resources to cities and expand partnerships to better prepare for and recover from wildfires, seismic events, erosion, mudslides and other disasters.
- Improve community preparedness and resiliency to respond to climate-related, natural and man-made disasters.

## **Support:**

The following letters of concurrence were received:

The City of Hidden Hills

The City of La Cañada Flintridge

The City of Laguna Beach

The City of Lakeport

The City of Malibu

The City of Moorpark

The City of Nevada City

The City of Palos Verdes Estates

The City of Rolling Hills Estates

The City of Rolling Hills

The City of Ventura

# LETTERS OF CONCURRENCE Resolution No. 1

Amendment to Rule 20A



# City of Hidden Hills

6165 Spring Valley Road \* Hidden Hills, California 91302 (818) 888-9281 \* Fax (818) 719-0083

August 14, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, Suite 400 Sacramento, California 95814

#### Dear President Arbuckle:

The City of Hidden Hills supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Larry G. Weber

Mayor



City Council Leonard Pieroni, Mayor Gregory C. Brown, Mayor Pro Tem Jonathan C. Curtis Michael T. Davitt Terry M. Walker

August 14, 2019

Jan Arbuckle, President League of California Cities 1400 K St., Ste. 400 Sacramento, CA 95814

Dear President Arbuckle:

The City of La Cañada Flintridge supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The City of La Cañada Flintridge is one of the few Southern California cities in which 100% of the community within a Very High Fire Hazard Severity Zone. The City, in 1987, committed 100% of its 20A allocation for forty-five years from this year for a major downtown undergrounding project. Therefore, the only way our City can directly benefit from this Resolution is if there is an additional annual increased allocation for this purpose. Due to the extreme threat the City experienced at the time of the Station Fire, the City is keenly aware of the damage a fire may potentially cause, whether from utility issues or from natural causes. The City strongly supports any effort, including this Resolution, to reduce fire danger for the City's residents.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly with the City of La Cañada Flintridge in support.

Sincerely,

Leonard Pieroni

Mayor



July 25, 2019

Jan Arbuckle, President League of California Cities 1400 K St., Ste. 400 Sacramento, CA 95814

Dear President Arbuckle:

The City of Laguna Beach supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. Ten to the Top 20 most destructive fires in California were caused by electrical sources. The California's Rule 20A program, which allows local governments to pay for undergrounding of utilities costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it. We also believe that this program should redirect unused Rule 20A allocations from cities who have no undergrounding projects planned to the cities in Very High Fire Hazard Severity zones.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects. The City of Laguna Beach recommends that the resolution also be amended to call on the CPUC to redirect unused Rule 20A allocations from cities who have no undergrounding projects planned to the cities in Very High Fire Hazard Severity zones.

Nearly 90% of the City of Laguna Beach land area is designated under State Law and local ordinance as Very High Fire Hazard Severity Zone. While the City has used Rule 20A and 20B funding in the past to underground more than half of its overhead utilities, sufficient funding is not available to underground the remaining parts of the City.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

July 25, 2019 Page 2

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Bob Whalen

Mayor

#### CITY OF LAKEPORT

Over 125 years of community pride, progress and service



August 7, 2019

Jan Arbuckle, President League of California Cities 1400 K St., Ste. 400 Sacramento, CA 95814

#### Dear President Arbuckle:

The City of Lakeport supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

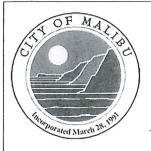
The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Tim Barnes Mayor City of Lakeport



# City of Malibu

### Jefferson Wagner, Mayor

23825 Stuart Ranch Road · Malibu, California · 90265-4861 Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

August 15, 2019

Jan Arbuckle, President League of California Cities 1400 K St., Ste. 400 Sacramento, CA 95814

RE:

City of Rancho Palos Verdes Proposed Resolution to Amend California Public Utilities

Commission Rule 20A – SUPPORT

Dear Ms. Arbuckle:

At its Regular meeting on August 12, 2019, the Malibu City Council unanimously voted to support the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state, but California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, as well as willing and able to foot the bill. The City of Malibu agrees with Rancho Palos Verdes that Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission (CPUC) should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects. As a recent series of news stories on wildfire preparedness in California pointed out, there are more than 75 communities across the state with populations over 1,000, including Rancho Palos Verdes and Malibu, where at least 90 percent of residents live in a Cal Fire-designated Very High Fire Hazard Severity Zone.

It is well-known that electric utility equipment is a common fire source, and has sparked some of the most destructive blazes in our state's history. Moving power lines underground is, therefore, a critical tool in preventing them. Currently, Rule 20A primarily addresses visual blight, but with fire seasons worsening, it is key that fire safety also be considered when local governments pursue Rule 20A projects, and that annual funding allocations for the program be expanded.

It is worth noting that the State does have a program, Rule 20D, that factors in fire safety for funding undergrounding projects. However, this is limited to San Diego Gas & Electric Company projects in certain areas only. This needs to be expanded to include projects in all projects within designated Very High Fire Hazard Severity Zones.



Rancho PV League Resolution Amend Rule 20A August 15, 2019 Page 2 of 2

The proposed resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, the City of Malibu strongly concurs that the resolution should go before the General Assembly.

Sincerely,

Jefferson Wagner

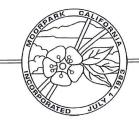
efferson Wogner

Mayor

Cc: Honorable Members of the Malibu City Council

Reva Feldman, City Manager

Megan Barnes, City of Rancho Palos Verdes, <u>mbarnes@rpvca.gov</u>



# CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021 Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 24, 2019

### SUBMITTED ELECTRONICALLY

Jan Arbuckle, President League of California Cities 1400 K St., Ste. 400 Sacramento, CA 95814

RE: SUPPORT FOR RANCHO PALOS VERDES RESOLUTION RE: POWER LINE UNDERGROUNDING

Dear President Arbuckle:

The City of Moorpark supports the City of Rancho Palos Verdes effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

All cities in Ventura County, including Moorpark, have wildfire prevention fresh in our memories following the highly destructive 2017-2018 Thomas Fire, which was caused by above-ground power lines. The 2018 Woolsey Fire similarly affected Ventura County, and lawsuits have been filed alleging it was also caused by above-ground power lines. Each of these fires caused billions of dollars in damages and highlight the importance of undergrounding power lines.

League of California Cities Page 2

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Janice Parvin

Mayor

cc: City Council

City Manager



Jan Arbuckle, President League of California Cities 1400 K St., Ste. 400 Sacramento, CA 95814

#### Dear President Arbuckle:

The City of Nevada City supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission (CPUC) should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The City of Nevada City would also like to add that the local agency be given the power to use private firms to do design, inspect and construct Rule 20A projects in local jurisdiction rather than be required to use the designated local utility. In addition, the City of Nevada City wants the CPUC to allow local jurisdictions to transfer excess funds between agencies to better serve projects in high fire hazard severity zones.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sinceroly, Runtle Jenum

Reinette Senum

Mayor

City of Nevada City



July 25, 2019

Jan Arbuckle, President League of California Cities 1400 K St., Ste. 400 Sacramento, CA 95814

Dear President Arbuckle:

The City of Palos Verdes Estates supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's current Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Mayor Kenneth J. Kao City of Palos Verdes Estates

cc: PVE City Council

PVE Interim City Manager Petru RPV City Manager Willmore



City of Rolling Hills Estates

Judith Mitchell *Mayor* 

Velveth Schmitz

Mayor Pro Tem

Britt Huff Council Member

Frank V. Zerunyan Council Member

Steven Zuckerman
Council Member

August 14, 2019

Jan Arbuckle, President League of California Cities 1400 K St., Ste. 400 Sacramento, CA 95814

Dear President Arbuckle:

The City of Rolling Hills Estates supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely.

Adith Mitchell

Mayor

Tchell



# City of Rolling Hills

NCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD ROLLING HILLS, CALIF. 90274 (310) 377-1521 FAX: (310) 377-7288

August 14, 2019

Jan Arbuckle, President League of California Cities 1400 K St., Ste. 400 Sacramento, CA 95814

Dear Board of Directors:

The City of Rolling Hills supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Leah Mirsch

Mayor



July 29, 2019

Jan Arbuckle, President League of California Cities 1400 K St., Ste. 400 Sacramento, CA 95814

Dear President Arbuckle:

The City of Ventura supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Alex D. McIntyre City Manager

# 2. A RESOLUTION CALLING UPON THE FEDERAL AND STATE GOVERNMENTS TO ADDRESS THE DEVASTATING IMPACTS OF INTERNATIONAL TRANSBOUNDARY POLLUTION FLOWS INTO THE SOUTHERNMOST REGIONS OF CALIFORNIA AND THE PACIFIC OCEAN

Source: San Diego County Division

Concurrence of five or more cities/city officials

Cities: Calexico; Coronado; Imperial Beach; San Diego

Individual City Officials: City of Brawley: Mayor Pro Tem Norma Kastner-Jauregui; Council Members Sam Couchman, Luke Hamby, and George Nava. City of Escondido: Deputy Mayor Consuelo Martinez. City of La Mesa: Council Member Bill Baber. City of Santee: Mayor John Minto, City of Vista: Mayor Judy Ritter and Council Member Amanda Young Rigby

Referred to: Environmental Quality Policy Committee

WHEREAS, international transboundary rivers that carry water across the border from Mexico into Southern California are a major source of sewage, trash, chemicals, heavy metals and toxins; and

WHEREAS, transboundary flows threaten the health of residents in the United States and Mexico, harm important estuarine land and water of international significance, force closure of beaches, damage farmland, adversely impact the South San Diego County and Imperial County economy; compromise border security, and directly affect U.S. military readiness; and

WHEREAS, a significant amount of untreated sewage, sediment, hazardous chemicals and trash have been entering southern California through both the Tijuana River Watershed (75 percent of which is within Mexico) and New River flowing into southern California's coastal waterways and residential and agricultural communities in Imperial County eventually draining into the Salton Sea since the 1930s; and

WHEREAS, in February 2017, an estimated 143 million gallons of raw sewage flowed into the Tijuana River and ran downstream into the Pacific Ocean and similar cross border flows have caused beach closures at Border Field State Park that include 211 days in 2015; 162 days in 2016; 168 days in 2017; 101 days in 2018; and 187 days to date for 2019 as well as closure of a number of other beaches along the Pacific coastline each of those years; and

WHEREAS, approximately 132 million gallons of raw sewage has discharged into the New River flowing into California through communities in Imperial County, with 122 million gallons of it discharged in a 6-day period in early 2017; and

WHEREAS, the presence of pollution on state and federal public lands is creating unsafe conditions for visitors; these lands are taxpayer supported and intended to be managed for recreation, resource conservation and the enjoyment by the public, and

WHEREAS, the current insufficient and degrading infrastructure in the border zone poses a significant risk to the public health and safety of residents and the environment on both

sides of the border, and places the economic stress on cities that are struggling to mitigate the negative impacts of pollution; and

WHEREAS, the 1944 treaty between the United States and Mexico regarding *Utilization* of Waters of the Colorado and Tijuana Rivers and of the Rio Grande allocates flows on transborder rivers between Mexico and the United States, and provides that the nations, through their respective sections of the International Boundary Water Commission shall give control of sanitation in cross border flows the highest priority; and

WHEREAS, in 1993, the United States and Mexico entered into the Agreement Between the Government of the United States of America and the Government of the United Mexican States Concerning the Establishment of a North American Development Bank which created the North American Development Bank (NADB) to certify and fund environmental infrastructure projects in border-area communities; and

WHEREAS, public concerns in response to widespread threats to public health and safety, damage to fish and wildlife resources and degradation to California's environment resulting from transboundary river flow pollution in the southernmost regions of the state requires urgent action by the Federal and State governments, and

WHEREAS, Congress authorized funding under the U.S. Environmental Protection Agency's (EPA) Safe Drinking Water Act and established the State and Tribal Assistance Grants (STAG) program for the U.S.-Mexico Border Water Infrastructure Program (BWIP) in 1996 to provide grants for high-priority water, wastewater, and storm-water infrastructure projects within 100 kilometers of the southern border; and

WHEREAS, the EPA administers the STAG and BWIP programs, and coordinates with the North American Development Bank (NADB) to allocate BWIP grant funds to projects in the border zone; and

WHEREAS, since its inception, the BWIP program has provided funding for projects in California, Arizona, New Mexico and Texas that would not have been constructed without the grant program; and

**WHEREAS**, the BWIP program was initially funded at \$100 million per year, but, over the last 20 years, has been continuously reduced to its current level of \$10 million; and

**WHEREAS,** in its FY 2020 Budget Request, the Administration proposed to eliminate the BWIP program; and

WHEREAS, officials from EPA Region 9, covering California, have identified a multitude of BWIP-eligible projects along the southern border totaling over \$300 million; and

WHEREAS, without federal partnership through the BWIP program and state support to address pollution, cities that are impacted by transboundary sewage and toxic waste flows are

left with limited resources to address a critical pollution and public health issue and limited legal remedies to address the problem; and

WHEREAS, the National Association of Counties, (NACo) at their Annual Conference on July 15, 2019 and the U.S. Conference of Mayors at their Annual Conference on in July 1, 2019 both enacted resolutions calling on the federal and state governments to work together to fund and address this environmental crisis; and

WHEREAS, local governments and the public support the State's primary objectives in complying with environmental laws including the Clean Water Act, Porter-Cologne Water Quality Control Act, and Endangered Species Act and are supported by substantial public investments at all levels of government to maintain a healthy and sustainable environment for future residents of California, and

WHEREAS, League of California Cities policy has long supported efforts to ensure water quality and oppose contamination of water resources; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 18, 2019 in Long Beach, that the League calls upon the Federal and State governments to restore and ensure proper funding to the U.S- Mexico Border Water Infrastructure Program (BWIP) and recommit to working binationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trashladen transboundary flows originating from Mexico, that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

### **Background Information on Resolution No. 2**

Source: San Diego County Division

Background:

Along California's southern border with Mexico, the New River in Imperial County and the Tijuana River in San Diego County are a major sources of raw sewage, trash, chemicals, heavy metals, and toxins that pollute local communities. Sewage contaminated flows in the Tijuana River have resulted in significant impacts to beach recreation that includes the closure of Border Field State Beach for more than 800 days over the last 5-years. Similarly, contaminated flows in the New River presents comparable hazards, impacts farm land, and contributes to the ongoing crisis in the Salton Sea. These transboundary flows threaten the health of residents in California and Mexico, harms the ecosystem, force closures at beaches, damage farm land, makes people sick, and adversely affects the economy of border communities. The root cause of this cross border pollution is from insufficient or failing water and wastewater infrastructure in the border zone and inadequate federal action to address the problem through existing border programs.

The severity of cross border pollution has continued to increase, due in part to the rapid growth of urban centers since the passage of the North American Free Trade Agreement (NAFTA). While economic growth has contributed to greater employment, the environmental infrastructure of the region has not kept pace, which is why Congress authorized the Border Water Infrastructure Program (BWIP) in 1996. The U.S. Environmental Protection Agency (EPA) administers the BWIP and coordinates with the North American Development Bank (NADB) to provide financing and technical support for projects on both sides of the U.S./Mexico border. Unfortunately, the current BWIP funding at \$10 million per year is only a fraction of the initial program budget that shares funding with the entire 2,000 mile Mexican border with California, Arizona, New Mexico and Texas. EPA officials from Region 9 have identified an immediate need for BWIP projects totaling over \$300 million just for California. Without federal partnerships through the BWIP and state support to address cross border pollution, cities that are impacted by transboundary sewage and toxic waste flows are left with limited resources to address a critical pollution and public health issue.

The International Boundary and Water Commission (IBWC) is another important federal stakeholder that, under the Treaty of 1944 with Mexico, must address border sanitation problems. While IBWC currently captures and treats some of the pollution generated in Mexico, it also redirects cross border flows without treatment directly into California.

Improving environmental and public health conditions for communities along the border is essential for maintaining strong border economy with Mexico. The IBWC, EPA, and NADB are the important federal partners with existing bi-national programs that are able to immediately implement solutions on cross border pollution. California is in a unique position to take the lead and work with local and federal partners to implement real solutions that will addresses the long standing and escalating water quality crisis along the border.

For those reasons, the cities of Imperial Beach and Coronado requested the San Diego County Division to propose a resolution at the 2019 League Annual Conference calling upon the federal

and state governments to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California, San Diego and Imperial Counties and the Pacific Ocean.

On August 12, 2019 at the regularly scheduled meeting of the San Diego County Division, the membership unanimously endorsed submittal of the resolution, with close to 75% membership present and voting.

The Imperial County Division does not have a schedule meeting until after the deadline to submit proposed resolutions. However, the City of Calexico, which is most directly impacted by initial pollution flow of the New River from Mexicali, sent a letter in concurrence of this resolution as well as numerous city official from cities within Imperial County and the Imperial County Board of Supervisors. The League Imperial County Division will place a vote to support this resolution on the agenda of their September 26, 2019 meeting.

### League of California Cities Staff Analysis on Resolution No. 2

Staff:

Derek Dolfie, Legislative Representative

Carly Shelby, Legislative and Policy Development Assistant

Committees: Environmental Quality

### **Summary:**

This Resolution states that the League of California Cities should call upon the State and Federal governments to restore and ensure proper funding for the U.S. – Mexico Border Water Infrastructure Program (BWIP) and work bi-nationally to address water quality issues resulting from transboundary flows from Mexico's Tijuana River into the United States containing untreated sewage, polluted sediment, and trash.

### Background:

The League of California Cities' San Diego County Division is sponsoring this resolution to address their concerns over the contaminated flows from the Tijuana River into California that have resulted in the degradation of water quality and water recreational areas in Southern California.

The Tijuana River flows north through highly urbanized areas in Mexico before it enters the Tijuana River Estuary and eventually the Pacific Ocean via waterways in San Diego County in California. Urban growth in Tijuana has contributed to a rise in rates of upstream flows from water treatment facilities in Mexico. These treatment facilities have raised the amount of untreated sewage and waste in the Tijuana River due to faulty infrastructure and improper maintenance. The federal government refers to the river as an "impaired water body" because of the presence of pollutants in excess, which pose significant health risks to residents and visitors in communities on both sides of the border.

### Federal Efforts to Address Pollution Crisis

To remedy the Tijuana River's low water quality, the United States and Mexico entered into a Treaty in 1944 entitled: *Utilization of Waters of the Colorado River and Tijuana Rivers and of the Rio Grande – the International Boundary and Water Commission* (IBWC). The IBWC was designed to consist of a United States section and a Mexico section. Both sections were tasked with negotiating and implementing resolutions to address water pollution in the area, which includes overseeing the development of water treatment and diversion infrastructure.

After the formation of the IBWC, the U.S. and Mexico entered into a treaty in 1993 entitled: Agreement Concerning the Establishment of a Border Environment Cooperation Commission and a North American Development Bank. This agreement established the North American Development Bank (NADB), which certifies and funds infrastructure projects located within 100 kilometers (62 miles) of the border line. The NADB supports federal programs like the Border Water Infrastructure Program (BWIP), which was initially funded at \$100 million, annually.

The degradation of existing water treatment infrastructure along the border coincides with the federal government's defunding of the BWIP, which has steadily decreased from \$100 million in 1996 to \$10 million today. The Federal FY 2020 Budget proposes eliminating BWIP funding

altogether. EPA's regions 6 and 9 (includes U.S. states that border Mexico) have identified a number of eligible projects that address public health and environmental conditions along the border totaling \$340 million.

The NADB has funded the development of water infrastructure in both the U.S. and Mexico. Water diversion and treatment infrastructure along the U.S – Mexico border includes, but is not limited to, the following facilities:

- The South Bay International Wastewater Treatment Plant (SBIWTP). This facility was constructed by the U.S. in 1990 and is located on the California side of the border and is operated under the jurisdiction of the IBWC. The SBIWTP serves as a diversion and treatment sewage plant to address the flow of untreated sewage from Mexico into the United States.
- *Pump Station CILA*. CILA was constructed by Mexico in 1991 and is located along the border in Mexico. This facility serves as the SBIWTP's Mexican counterpart.

Both the SBIWTP and CILA facilities have had a multitude of overflows containing untreated sewage and toxic waste that spills into the Tijuana River. The cause of overflows can be attributed to flows exceeding the maximum capacity that the infrastructure can accommodate (this is exacerbated during wet and rainy seasons) and failure to properly operate and maintain the facilities. Much of the existing infrastructure has not had updates or repairs for decades, causing overflows to become more frequent and severe. The most notable overflow occurred in February 2017, wherein 143 million gallons of polluting waste discharged into the Tijuana River; affecting the Tijuana Estuary, the Pacific Ocean, and Southern California's waterways.

#### State Actions

In response to the February 2017 overflow, the San Diego Water Board's Executive Officer sent a letter to the U.S. and Mexican IBWC Commissioners which included recommendations on how to improve existing infrastructure and communications methods between both nations.

In September of 2018, California Attorney General Xavier Becerra submitted a lawsuit against IBWC for Violating the Clean Water Act by allowing flows containing sewage and toxic waste to flow into California's waterways, posing a public health and ecological crisis. The cities of Imperial Beach, San Diego, Chula Vista, the Port of San Diego, and the San Diego Regional Water Quality Board have also filed suit against the IBWC. The suit is awaiting its first settlement conference on October 19, 2019. If parties are unable to reach a settlement, the case will go to trial.

### **Fiscal Impact:**

California's economy is currently the sixth largest in the world, with tourism spending topping \$140.6 billion in 2018. In the past five years, San Diego's Border Field State Park has been closed for over 800 days because of pollution from the Tijuana River. A decline in the State's beach quality and reputation could carry macroeconomic effects that could ripple outside of the San Diego County region and affect coastal communities throughout California.

**Existing League Policy** 

The League of California Cities has extensive language on water in its Summary of Existing Policy and Guiding Principles. Fundamentally, the League recognizes that beneficial water quality is essential to the health and welfare of California and all of its citizens. Additionally, the League advocates for local, state and federal governments to work cooperatively to ensure that water quality is maintained.

The following policy relates to the issue of water quality:

- Surface and groundwater should be protected from contamination.
- Requirements for wastewater discharge into surface water and groundwater to safeguard public health and protect beneficial uses should be supported.
- When addressing contamination in a water body, water boards should place priority emphasis on clean-up strategies targeting sources of pollution, rather than in stream or end-of-pipe treatment.
- Water development projects must be economically, environmentally and scientifically sound.
- The viability of rivers and streams for instream uses such as fishery habitat, recreation and aesthetics must be protected.
- Protection, maintenance, and restoration of fish and wildlife habitat and resources.

Click here to view the Summary of Existing Policy and Guiding Principles 2018.

### **Comments:**

- 1. Water quality issues are prevalent across California and have been a constant priority of the State's legislature and residents. In 2014, California's voters approved Proposition 1, which authorized \$7.5 billion in general obligation bonds to fund water quality improvement projects. In 2019, the Legislature reached an agreement to allocate \$130 million from the State's Greenhouse Gas Reduction Fund (GGRF) to address failing water infrastructure and bad water qualities for over one million of California's residents in rural communities. Water quality is not an issue unique to the County of San Diego and communities along the border.
- 2. Tijuana River cross-border pollution has caught national attention. Members of Congress have proposed recent funding solutions to address the pollution crisis, including:
  - In February of 2019, California Congressional Representatives Vargas, Peters, and Davis helped secure \$15 million for the EPA to use as part of its BWIP.
  - H.R. 3895 (Vargas, Peters, 2019), The North American Development Bank Pollution Solution Act. This bill seeks to support pollution mitigation efforts along the border by increasing the NADB's capital by \$1.5 billion.
  - H.R. 4039 (Levin, 2019), The Border Water Infrastructure Improvement Act. This bill proposes increasing funding to the BWIP from the existing \$10 million to \$150 million as a continuous appropriation until 2025.

Additionally, the National Association of Counties (NACo) and the U.S. Conference of Mayors enacted resolutions in support of increased funding for U.S. – Mexico border water infrastructure to address the environmental crisis in 2019.

3. The border pollution problem has sparked action from local, state, and federal actors. Should this resolution be adopted, League membership should be aware that future action will be adapted by what is explicitly stated in the resolution's language. In current form, the resolution's resolve clause cites the BWIP as the only program that should receive reinstated and proper funding. League staff recommends the language be modified to state:

"NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 18, 2019 in Long Beach, that the League calls upon the Federal and State governments to restore and ensure proper funding *for environmental infrastructure on the U.S. – Mexico Border, including* to the U.S. – Mexico Border Water Infrastructure Program (BWIP), and recommit to working bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state."

Modifying the language would ensure enough flexibility for the League to support funding mechanisms outside of the prescribed federally-operated BWIP.

4. It remains unclear if there is an appetite in Washington to fund border-related infrastructure projects that address environmental quality. Given the high probability of another overflow containing waste and sewage from the existing infrastructure operated by the IBWC, League membership should consider the outcome if no resolution is reached to address the issue.

### Support:

The following letters of concurrence were received:

### Cities:

The City of Calexico

The City of Coronado

The City of Imperial Beach

The City of San Diego

### In their individual capacity:

Amanda Young Rigby, City of Vista Council Member

Bill Baber, City of La Mesa Council Member

Consuelo Martinez, City of Escondido Deputy Mayor

George A. Nava, City of Brawley Council Member

John Minto, City of Santee Mayor

Judy Ritter, City of Vista Mayor

Luke Hamby, City of Brawley Council Member

Norma Kastner-Jauregui, City of Brawley Mayor Pro-Tempore

Sam Couchman, City of Brawley Council Member

### LETTERS OF CONCURRENCE

Resolution No. 2

International Transboundary Pollution Flows



# CITY OF CALEXICO

608 Heber Ave. Calexico, CA 92231-2840 Tel: 760.768.2110 Fax: 760.768.2103 www.calexico.ca.gov

August 15, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River Pollution Flow Resolution

### President Arbuckle:

The city of Calexico strongly supports the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

Local government and the public support the State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant heath, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue.

Viva Calexico!

If you have any questions or require additional information, please do not hesitate to contact me at 760/768-2110.

Sincerely,

CITY OF CALEXICO

David Dale City Manager

Cc: Honorable Mayor Bill Hodge



### CITY OF CORONADO

1825 STRAND WAY CORONADO, CA 92118 OFFICE OF THE CITY MANAGER (619) 522-7335 FAX (619) 522-7846

August 15, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

### RE: Environmental and Water Quality Impacts of International Transboundary River Pollution Flows Resolution

This letter is written on behalf of and with the support of the Coronado City Council. The City of Coronado wholeheartedly supports the resolution adopted by the San Diego County and Imperial County Division of the California League of Cities.

The San Diego County Division's resolution calls upon the federal and state governments to restore and ensure proper funding of the U.S.-Mexico Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

The City has been working closely with the Environmental Protection Agency and other federal partners on the matter since early 2018. City leaders are committed to finding long-term, sustainable solutions to this problem. Through its advocacy and education efforts, the City of Coronado has raised national awareness of the problem among legislators, political appointees and career staff at federal agencies. These efforts have been successful. However, the City along with our coalition partners, look forward to more action to swiftly resolve this issue.

Local government and the public support the state's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, Coronado values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me if you have any questions.

Sincerely,

Blair King

Coronado City Manager

cc: Coronado Mayor and City Council

Bill Baber, President, San Diego County Division

c/o Catherine Hill, Regional Public Affairs Manager, San Diego County Division chill@cacities.org

## City of Imperial Beach, California

### OFFICE OF THE CITY MANAGER

825 Imperial Beach Blvd., Imperial Beach. CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

August 15, 2019

Jan Arbuckle, President League of California Cities 1400 K St. Suite 400 Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River

Pollution Flow Resolution

### President Arbuckle:

The city of Imperial Beach appreciates and supports the San Diego County Division's effort to submit a resolution for consideration by the full membership of the League of California Cities.

The Division's resolution calls on Federal and State government to address the impacts of transboundary pollution flows into the Southwestern regions of California. The pollution in these areas is an environmental disaster that threatens the health and general welfare of residents near the Mexican border in Imperial and San Diego Counties.

I encourage all voting delegates and elected officials in attendance at the 2019 Annual League of California Cities Conference in Long Beach to support this important resolution as it addresses the critical need for the federal and state government to recommit to work bi-nationally to address the serious contamination issues and to develop and implement long-term solutions.

I am available for any questions or additional information related to this letter of support.

Sincerely.

And Hall City Manger

Cc: Honorable Mayor Serge Dedina

Honorable Mayor Pro Tem Robert Patton

Honorable Councilmember Paloma Aguirre

Honorable Councilmember Ed Spriggs

Honorable Councilmember Mark West

# City of Imperial Beach, California

OFFICE OF THE MAYOR

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

August 16, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River Pollution Flow Resolution

President Arbuckle:

The city of Imperial Beach strongly supports the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

Local government and the public support the State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work binationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant heath, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. If you have any questions or require additional information, please do not hesitate to contact me at 619-423-8303.

Sincerely,

Serge Dedina

Mayor



### THE CITY OF SAN DIEGO

### **KEVIN L. FAULCONER**

Mayor

August 15, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

RE: Environmental and Water Quality Impacts of International Transboundary River Pollution Flow Resolution

### President Arbuckle:

The City of San Diego supports the San Diego County Division in their effort to submit a resolution to the General Assembly at the League of California Cities' 2019 Annual Conference in Long Beach.

To suppress the flow of pollution between the Mexico and Southern California's water channels, the Division requests for the Federal and State governments to give proper funding to the Border Water Infrastructure Program (BWIP).

The City of San Diego and its citizens have expressed their concerns about untreated sewage, polluted sediment and trash flowing from Mexico, into California, causing health, environmental and safety concerns. The State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. With the Division's resolution, the great need for federal and state governments to reconsider working together, will help in developing a long-term solution to address serious water quality and contamination issues.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue.

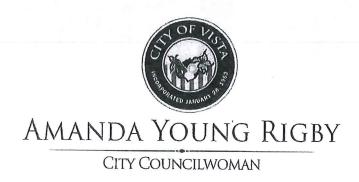
Please contact me at (619)453-9946 if you have any questions.

Sincerely,

Denice Garcia

Director of International Affairs

Cc: Honorable Mayor Kevin L. Faulconer



August 15, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, 4<sup>th</sup> Floor Sacramento, CA 95814

Re: Border Sewage Issues

Dear President Arbuckle:

As a Council Member in the City of Vista, and solely in my individual capacity as such, I write in *support* of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the constant sewage pollution issues at the international border with Mexico.

This Resolution requests that the federal and state governments recognize the paramount importance of this issue and address the devastating impacts that this constant contamination has on the southernmost regions of California and the Pacific coastline by requesting the necessary funding to develop and implement effective and long term solutions to the raw sewage contamination coming into San Diego and Imperial Counties from Mexico.

Although I have lived in Vista for 27 years now, I grew up in Imperial Beach and know well the severe health and environmental impact that this situation has had on our border communities for the *decades*.

As a member of the League, I value the League's ability to effectively advocate on behalf of not only our cities but in effect, our citizens, and this is an important issue for our entire state. Should you have any questions or comments, please contact me at the number below. Thank you for your consideration.

Most/Sincerely,

Amanda Young Rigby

Council Member, City of Vista

cc: Vista City Council

Vista City Manager

Vista City Attorney City of Imperial Beach

City of Coronado

City of Calexico

City of San Diego



August 16, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River Pollution Flows Resolution

President Arbuckle:

As a Council Member for the City of La Mesa and in my individual capacity, not on behalf of the full La Mesa City Council as a body or the City, I am writing you in support of the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

As San Diego County Division President and a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at 619-667-1106, should you have any questions.

Sincerely,

**BILL BABER** 

COUNCIL MEMBER CITY OF LA MESA

PRESIDENT, LEAGUE SAN DIEGO COUNTY DIVISION

Fill Baker



Consuelo Martinez, Deputy Mayor 201 North Broadway, Escondido, CA 92025 Phone: 760-839-4638

August 16, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, 4<sup>th</sup> Floor Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the city of Escondido, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at cmartinez@escondido.org if you have any questions.

Sincerely,

Consuelo Martinez
Deputy Mayor

cc: Honorable Mayor and City Council Members
Jeffrey R. Epp, City Manager

Paul McNamara, Mayor



383 Main Street Brawley, CA 92227 Phone: (760) 351-3048

Phone: (760) 351-3048 FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, 4<sup>th</sup> Floor Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

George A. Nava City Council Member

On A. Na

#### MAYOR John W. Minto

CITY COUNCIL Ronn Hall Stephen Houlahan Laura Koval Rob McNelis



CITY OF SANTEE

August 15, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, 4<sup>th</sup> Floor Sacramento, CA 95814

Dear President Arbuckle:

As Mayor of the city of Santee, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

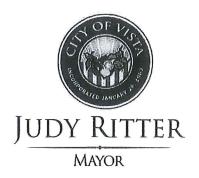
As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (JMinto@cityofsanteeca.gov) if you have any questions.

Sincerely,

JOHN W. MINTO

Mayor

City of Santee



August 16, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, 4<sup>th</sup> Floor Sacramento, CA 95814

Dear President Arbuckle:

As Mayor of the city of Vista, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at <a href="mailto:jritter@cityofvista.com">jritter@cityofvista.com</a> if you have any questions.

Sincerely,

Judy Ritter Mayor

City of Vista



383 Main Street Brawley, CA 92227 Phone: (760) 351-3048

FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, 4<sup>th</sup> Floor Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Luke Hamby

City Council Member



383 Main Street Brawley, CA 92227 Phone: (760) 351-3048

FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, 4<sup>th</sup> Floor Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Norma Kastner-Jauregui

Mayor Pro-Tempore



383 Main Street Brawley, CA 92227 Phone: (760) 351-3048 FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President League of California Cities 1400 K Street, 4<sup>th</sup> Floor Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Sam Couchman
City Council Member



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

### **Staff Report**

To:	Lemoore City Council	
From:	Marisa Avalos, City Clerk	
Date:	September 13, 2019	Meeting Date: October 1, 2019
Subject:	Activity Update	
Strategic Initiative:	<ul> <li>□ Safe &amp; Vibrant Community</li> <li>□ Fiscally Sound Government</li> <li>□ Community &amp; Neighborhood</li> <li>Livability</li> </ul>	<ul><li>☐ Growing &amp; Dynamic Economy</li><li>☐ Operational Excellence</li><li>☒ Not Applicable</li></ul>

### **Reports**

Warrant Register – FY 19/20
 Warrant Register – FY 19/20
 September 13, 2019
 September 20, 2019

PAGE NUMBER: 1 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 001 - GENERAL FUND BUDGET UNIT - 4211 - CITY COUNCIL

ACCOUNT DATE T/C ENCUMBRANC	REFERENCE	VENDOR BU	JDGET	EXPENDITURES	ENCUMBRANCES I	DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/12/19 21 TOTAL OPERATING SUPPLIES	63755	5829 JONES BOYS, LLC	.00	21.45 21.45	.00	ADD NAME TO CUSTOMER
4330 PRINTING & PUBLICATION AND ADDRESS OF THE PRINTING & PUBLICATION AND ADDRESS OF THE PUBL	63716	6405 EINERSON'S PREPR	R .00	118.77 118.77	.00	NEW COUNCIL BUSINESS
TOTAL CITY COUNCIL			.00	140.22	.00	

PAGE NUMBER: 2 PEI CITY OF LEMOORE DATE: 09/13/2019 AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BL	UDGET EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/12/19 21 63743 3 /20 09/12/19 21 63743 TOTAL OPERATING SUPPLIES	5396 OFFICE DEPOT 5396 OFFICE DEPOT	94.57 50.04 .00 144.61		OFFICE SUPPLIES MOVING BOXES
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/12/19 21 63767 TOTAL PROFESSIONAL CONTRACT SVC	5352 SHRED-IT USA, IN	N 9.00 .00 9.00	.00	SHRED-PUBLIC WORKS
4340 UTILITIES 3 /20 09/12/19 21 63771 3 /20 09/12/19 21 63700 3 /20 09/12/19 21 63700 3 /20 09/12/19 21 63700 TOTAL UTILITIES	6266 SPARKLETTS 5516 AT&T 5516 AT&T 5516 AT&T	6.28 37.70 99.25 148.31 .00 291.54	.00	WTR SERVICE 939-103-4005 939-103-6913 939-103-4009
TOTAL CITY MANAGER		.00 445.15	.00	

PAGE NUMBER: 3 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFER	ENCE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4330 PRINTING & PUBLICATIONS 3 /20 09/12/19 21 9860 -02 63735 3 /20 09/12/19 21 63732 TOTAL PRINTING & PUBLICATIONS	6080 LEE CENTF 4062 KINGS COU		1,021.60 24.00 1,045.60	-1,021.60 PUBLIC NOTICES .00 RECORDING FEES -1,021.60
4340 UTILITIES 3 /20 09/12/19 21 63771 TOTAL UTILITIES	6266 SPARKLETT	rs .00	6.18 6.18	.00 WTR SERVICE
TOTAL CITY CLERK'S OFFICE		.00	1,051.78	-1,021.60

PEI PAGE NUMBER: 4 DATE: 09/13/2019 AUDIT11

CITY OF LEMOORE TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT I	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITUR	ES ENCUMBRANCES	DESCRIPTION
4340 3 /20 09, 3 /20 09, 3 /20 09, TOTAL	/12/19	21 21 21	6	3771 3700 3700	6266 SPARKLETTS 5516 AT&T 5516 AT&T	.00	32. 23. 124. 179.	57 .00 06 .00	WTR SERVICE 939-103-4005 939-103-6913
TOTAL	FINAN	CE				.00	179.	75 .00	)

PAGE NUMBER: 5 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 001 - GENERAL FUND BUDGET UNIT - 4216 - PLANNING

ACCOUNT DATE T/C ENCUMB	RANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONT 3 /20 09/12/19 21 TOTAL PROFESSIONAL CONT	63767	5352 SHRED-IT USA,	IN .00	9.00 9.00	.00	SHRED-PUBLIC WORKS
4340 UTILITIES 3 /20 09/12/19 21 TOTAL UTILITIES	63771	6266 SPARKLETTS	.00	6.18 6.18	.00	WTR SERVICE
TOTAL PLANNING			.00	15.18	.00	

EXPENDITURE TRANSACTION ANALYSIS TIME: 10:33:34

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFEREN	CE VENDOR I	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/12/19 21 63781 3 /20 09/12/19 21 63781 3 /20 09/12/19 21 63781 3 /20 09/12/19 21 63781 3 /20 09/12/19 21 63781 3 /20 09/12/19 21 63781 3 /20 09/12/19 21 63781 TOTAL OPERATING SUPPLIES	1547 VERITIV OPERAT: 1547 VERITIV OPERAT: 1547 VERITIV OPERAT: 1547 VERITIV OPERAT: 1547 VERITIV OPERAT: 1547 VERITIV OPERAT:	IN IN IN IN	319.11 345.90 345.90 345.90 403.18 451.80 2,211.79	.00 .00 .00	CAN LINERS TOWELS TOWELS TOWELS CAN LINERS BATH TISSUE/DISNIF BA
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/12/19 21 63725 3 /20 09/12/19 21 9858 -01 63766 3 /20 09/12/19 21 9858 -01 63766 3 /20 09/12/19 21 9858 -01 63766 3 /20 09/12/19 21 9858 -01 63766 3 /20 09/12/19 21 9858 -01 63766 3 /20 09/12/19 21 9858 -01 63766 3 /20 09/12/19 21 9858 -01 63766 3 /20 09/12/19 21 9858 -01 63769 3 /20 09/12/19 21 9887 -01 63769 3 /20 09/12/19 21 9887 -01 63769 3 /20 09/12/19 21 63694	7068 CRISTINA HERNAI 5638 SHINEN LANDSCAI 5639 SOCIAL VOCATIOI 6309 SOCIAL VOCATIOI 6309 SOCIAL VOCATIOI 5352 SHRED-IT USA, 1259 ADVANCED PEST ( 1259 ADVANC	PE PE PE PE PE NA NA IN CO CO CO CO CO CO CO CO	540.00 160.00 225.00 500.00 575.00 575.00 650.00 565.00 3,475.00 3.00 95.00 95.00 85.00 85.00 38.00 50.00 60.00 65.00 7,891.00	-160.00 -225.00 -500.00 -505.00 -575.00 -650.00 -565.00 -3,475.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	JANITORIAL WORK LANDSCAPE MAINTENANCE YEARLY JANITORIAL SERVICE YEARLY JANITORIAL SERVICE SHRED-PUBLIC WORKS PEST CONTROL-657 FOX PEST CONTROL-210 FOX PEST CONTROL-119 FOX PEST CONTROL-411 W D PEST CONTROL-711 CINN PEST CONTROL-721 CINN PEST CONTROL-721 CINN PEST CONTROL-741 CINNA
TOTAL UTILITIES 63700	DOLO AIØI	.00	3.20	.00	333-103-4007
TOTAL MAINTENANCE DIVISION		.00	10,105.99	-6,725.00	

RUN DATE 09/13/2019 TIME 10:33:35

PAGE NUMBER: 7 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

TIME: 10:33:34

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

ACCOUNT DATE	T/C E	NCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4340 UTILI 3 /20 09/12/19 3 /20 09/12/19 TOTAL UTILI	21		3700 3700	5516 AT&T 5516 AT&T	. 00	497.71 172.37 670.08	.00 939-103-4008 .00 939-103-3999 .00
4360 TRAIN 3 /20 09/12/19 TOTAL TRAIN	21	6	3729	6882 JONATHAN DIAZ	.00	70.00 70.00	.00 PER DIEM
TOTAL POLIC	Œ				.00	740.08	.00

PAGE NUMBER: 8 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C EN	CUMBRANC REFERENCE	VENDOR B	UDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUP 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 TOTAL OPERATING SUP	63743 63743 63737	5396 OFFICE DEPOT 5396 OFFICE DEPOT 0313 LEMOORE VOLUNTE	E .00	84.94 34.31 326.57 445.82	.00	OFFICE SUPPLIES OFFICE SUPPLIES SAVEMART
4230 REPAIR/MAINT 3 /20 09/12/19 21 3 /20 09/12/19 21 TOTAL REPAIR/MAINT	63731 63731	0252 KINGS AUTO SUPP 0252 KINGS AUTO SUPP		170.41 5.41 175.82		AIR/FUEL/OIL FILTERS FUEL FIL
4310 PROFESSIONAL 3 /20 09/12/19 21 3 /20 09/12/19 21 TOTAL PROFESSIONAL	63738 63739	0313 LEMOORE VOLUNTE 0313 LEMOORE VOLUNTE		46.00 105.00 151.00		DMV RENEWAL EXECELLENCE MEDICA
4340 UTILITIES 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 TOTAL UTILITIES	63700 63700 63771 63782	5516 AT&T 5516 AT&T 6266 SPARKLETTS 0116 VERIZON WIRELES	s .00	96.01 82.70 6.18 190.05 374.94	.00	939-103-4001 939-103-6913 WTR SERVICE 07/24/19-08/23/19
4350 REPAIR/MAINT 3 /20 09/12/19 21 TOTAL REPAIR/MAINT	63713	6515 COMPLETE WIRELE	s .00	120.00 120.00	.00	REPAIRED SYTHESIZER,
TOTAL FIRE			.00	1,267.58	.00	

PAGE NUMBER: 9 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/12/19 21 TOTAL OPERATING SUPPLIES	63708	5284 CALIFORNIA SUR	VE .00	46.20 46.20	.00	PAINT FLO ORANGE CONS
4310 PROFESSIONAL CONTRACT 3 /20 09/12/19 21 TOTAL PROFESSIONAL CONTRACT	63767	5352 SHRED-IT USA,	IN .00	6.00 6.00	.00	SHRED-PUBLIC WORKS
	63771 63700	6266 SPARKLETTS 5516 AT&T	.00	6.18 3.20 9.38		WTR SERVICE 939-103-4007
TOTAL BUILDING INSPECTION			.00	61.58	.00	

PEI PAGE NUMBER: 10 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC R	REFERENCE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONTRACT SV 3 /20 09/12/19 21 637 3 /20 09/12/19 21 9881 -01 637 3 /20 09/12/19 21 9912 -01 637 TOTAL PROFESSIONAL CONTRACT SV	767 5352 SH 757 0876 QU 757 0876 QU	HRED-IT USA, IN JAD KNOPF, INC. JAD KNOPF, INC.	9.00 259.74 4,077.00 4,345.74	-259.74	SHRED-PUBLIC WORKS PROJECT 190002.01 GENERAL PROJECT #190252 TRACT 920
4320 MEETINGS & DUES 3 /20 09/12/19 21 9901 -01 637 TOTAL MEETINGS & DUES	783 6783 VI	IRTUAL PROJECT .00	500.00 500.00	-500.00 -500.00	ANNUAL FEE FOR PROJECT MA
3 /20 09/12/19 21 637	700 5516 AT 771 6266 SP 700 5516 AT	PARKLETTS	4.26 6.18 82.70 93.14	.00	939-103-4007 WTR SERVICE 939-103-6913
TOTAL PUBLIC WORKS		.00	4,938.88	-4,836.74	

PEI PAGE NUMBER: 11 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONTRACT 3 /20 09/12/19 21 9774 -01 TOTAL PROFESSIONAL CONTRACT	63757	0876 QUAD KNOPF,	INC. .00	10,742.27 10,742.27	-10,742.27 -10,742.27	PROJECT #190064 HANFORD A
3 /20 09/12/19 21 3 /20 09/12/19 21	63748 63753 63751 63747	0363 PG&E 0363 PG&E 0363 PG&E 0363 PG&E	.00	321.50 68.51 29.78 29.89 449.68	.00	07/02/19-08/23/19 07/25/19-08/23/19 07/31/19-08/29/19 07/31/19-08/29/19
TOTAL STREETS			.00	11,191.95	-10,742.27	

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 001 - GENERAL FUND BUDGET UNIT - 4241 - PARKS

ACCOUNT DATE T/C ENCUMBRANC REFEREN	CE VENDOR BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220 OPERATING SUPPLIES  3 /20 09/12/19 21 63696  3 /20 09/12/19 21 63696  3 /20 09/12/19 21 63702  3 /20 09/12/19 21 63773  3 /20 09/12/19 21 63765  3 /20 09/12/19 21 9812 -01 63773  3 /20 09/12/19 21 9812 -01 63773  TOTAL OPERATING SUPPLIES	6081 ALL AMERICAN POO 6081 ALL AMERICAN POO 6081 ALL AMERICAN POO 5805 BCI BURKE COMPAN 0428 STONEY'S SAND & 6613 THE SHERWIN WILL 0428 STONEY'S SAND & 0428 STONEY'S SAND &	34.32 34.32 241.31 204.39 160.55 379.34 -144.29 2,844.29 3,754.23	.00 MURATIC ACID RETURNAB .00 MURATIC ACID RETURNAB .00 TANK BODY ASSY MAXI .00 POCKET WRENCH/SCREW .00 FILL SAND .00 SSTRIPE FMP WHITE/PAI 144.29 PLAYGROUND BARK -2,844.29 PLAYGROUND BARK -2,700.00
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63693 3 /20 09/12/19 21 63693 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 3 /20 09/12/19 21 63741 TOTAL PROFESSIONAL CONTRACT SVC	7109 MOE HOUSTON'S GO 2914 AAA QUALITY SERV 2914 AAA QUALITY SERV 7109 MOE HOUSTON'S GO 7109 MOE HOUSTON'S GO 7109 MOE HOUSTON'S GO	400.00 400.00 200.00 350.00 250.00 300.00 300.00 95.79 112.12 100.00 100.00 2,907.91	.00 HERITAGE PARK .00 HERITAGE PARK .00 LEMOORE LIONS PARK .00 KINGS LION PARK .00 SOCCER COMPLEX .00 LEMOORE LIONS PARK .00 KINGS LION PARK .00 KINGS LION PARK .00 KINGS LION PARK .00 POTTY RENTAL .00 POTTY RENTAL .00 VETERANS PARK .00 VETS PARK
TOTAL PARKS	.00	6,662.14	-2,700.00

PEI PAGE NUMBER: 13 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRA	NC REFERENCE	VENDOR BUI	DGET EX	PENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21	63704 63704 63704	7031 BEST BUY MARKET 7031 BEST BUY MARKET 7031 BEST BUY MARKET		85.83 29.67 42.98	.00	YOUTH DANCE SUMMER DAY CAMP DAY CAMP
3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21	63704 63704 63704 63704	7031 BEST BUY MARKET 7031 BEST BUY MARKET 7031 BEST BUY MARKET 7031 BEST BUY MARKET		20.95 4.60 1.50 285.10	.00 .00 .00	YOUTH DANCE DAY CAMP CHEER REC VENDING MACHINE
3 /20 09/12/19 21 TOTAL OPERATING SUPPLIES 4310 PROFESSIONAL CONTRA	63768 CT_SVC	0419 SMART & FINAL	.00	128.14 598.77	.00	DAY CAMP PARENT BREAK
3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 TOTAL PROFESSIONAL CONTRA	63767 63776 63722 63710	5352 SHRED-IT USA, IN T2545 MAKENZIE TAYLOR 6889 TOMI FORD 6865 HANNESLTHILL CAM		3.00 84.00 102.00 123.00 312.00	.00	SHRED-PUBLIC WORKS RECREATION LEADER RECREATION LEADER RENTAL ATTENDANT
4340 UTILITIES 3 /20 09/12/19 21 TOTAL UTILITIES	63700	5516 AT&T	.00	49.62 49.62	.00	939-103-6913
TOTAL RECREATION			.00	960.39	.00	

PEI PAGE NUMBER: 14 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFE	RENCE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/12/19 21 63764 TOTAL OPERATING SUPPLIES	7111 CHRISTOPHE	ER SCHA	350.00 350.00	.00	REIMBURSEMENT OF TABL
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/12/19 21 63778 3 /20 09/12/19 21 63778 TOTAL PROFESSIONAL CONTRACT SVC	5818 UNWIRED BR 5818 UNWIRED BR		210.00 98.55 308.55		ASYMMETRICAL 21 MBPS ADDITIONAL DISK SPACE
4340 UTILITIES 3 /20 09/12/19 21 63771 TOTAL UTILITIES	6266 SPARKLETTS	.00	6.18 6.18	.00	WTR SERVICE
TOTAL INFORMATION TECHNOLOGY		.00	664.73	.00	

PEI PAGE NUMBER: 15 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUM	BRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLI 3 /20 09/12/19 21 TOTAL OPERATING SUPPLI	63743	5396 OFFICE DEPOT	.00	14.04 14.04	.00	OFFICE SUPPLIES
4310 PROFESSIONAL CON 3 /20 09/12/19 21 3 /20 09/12/19 21 9762 TOTAL PROFESSIONAL CON	63718 -01 63733	6115 EMPLOYEE RELAT 6543 KINGS INDUSTRI		66.85 176.00 242.85		BACKGROUNDS CHECKS HR REQUIRED TESTING
4320 MEETINGS & DUES 3 /20 09/12/19 21 9764 TOTAL MEETINGS & DUES	-01 63706	2836 THE BODY SHOP	HE .00	200.00 200.00	-200.00 -200.00	MONTHLY CHARGE FOR CITY E
4330 PRINTING & PUBLI 3 /20 09/12/19 21 TOTAL PRINTING & PUBLI	63735	6080 LEE CENTRAL CA	.00	172.96 172.96	.00	POSTING EMPLOYEE
4340 UTILITIES 3 /20 09/12/19 21 TOTAL UTILITIES	63771	6266 SPARKLETTS	.00	6.15 6.15	.00	WTR SERVICE
TOTAL HUMAN RESOURCES			.00	636.00	-376.00	
TOTAL GENERAL FUND			.00	39,061.40	-26,401.61	

PEI PAGE NUMBER: 16 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

## TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUM	IBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLI 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 9707AL OPERATING SUPPLI	63731 63731 63731 63731 63731 63731 63731 63701 -01 63763	0252 KINGS AUTO SI 1908 BATTERY SYSTI 0535 RUCKSTELL CAI	UPPL UPPL UPPL UPPL UPPL UPPL EMS,	8.03 22.61 56.48 32.13 40.48 42.90 77.16 266.59 929.88 1,476.26	.00 .00 .00 .00 .00	LUBRICAN AIR FILTER DASH CTL/CORE DEPOSIT BRK FLU 2CYCLEOIL 2.5 DEF SILICONE HTR/HOSE BATTERY LIFT CYLINDER
4230 REPAIR/MAINT SUR 3 /20 09/12/19 21 TOTAL REPAIR/MAINT SUR	63731 63734 63731 63734 63731 63731 63731 63731 63731 63731 63731 63731 63731 63731 63731 63731	0252 KINGS AUTO SI 0286 LAWRENCE TRAG 0252 KINGS AUTO SI 0286 LAWRENCE TRAG 0252 KINGS AUTO SI 0286 LAWRENCE TRAG 0252 KINGS AUTO SI	CTOR UPPL CTOR UPPL UPPL UPPL UPPL UPPL UPPL UPPL UPP	178.93 126.65 80.50 76.34 92.85 114.14 38.04 38.59 38.80 45.66 13.40 26.57 15.33 16.15 11.80 12.19 925.94	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	RADIATOR HEX HD SCREW M6/WASHE BRAKE MASTER CYLINDER 33RSC372ECHAINLOOPES OIL/AIR/FUEL FILTER SPUR GEAR/ CHAIN ADJU 26IN EXACTFITBLADE WIPER BLADE -EXACT FI DASH CTL/ CORE DEPOSI LAMPS ALUMINUM SPINNER KNOB HEAT HOS/HOS END VALVE KNOB/KNOB KIT DEFLECTOR/WHEEL/SPLIN RAD HOSE SLEEVE/DEFLECTOR
4340 UTILITIES 3 /20 09/12/19 21 TOTAL UTILITIES	63700	5516 AT&T	.00	2.68 2.68	.00	939-103-4007
4350 REPAIR/MAINT SER 3 /20 09/12/19 21 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9753	63784 -01 63705 -01 63705	6741 VISION GLASS 0056 BILLINGSLEY	TIRE TIRE TIRE TIRE TIRE TIRE TIRE TIRE	280.00 20.00 20.00 20.00 42.11 45.00 75.96 89.95 90.00 117.08 185.01	-20.00 -20.00 -22.00 -42.11 -45.00 -75.96 -89.95 -90.00	SW2176 TIRE REPAIR/REPLACEMENT B

RUN DATE 09/13/2019 TIME 10:33:35

PEI - FUND ACCOUNTING

PEI PAGE NUMBER: 17 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBE	RANC REFERENCE VENDOR	BUDGET I	EXPENDITURES	ENCUMBRANCES DESCRIPTION
3 /20 09/12/19 21 9753 3 /20 09/12/19 21 9926	-01 63705 0056 BILLII -01 63721 6538 FEROM	NGSLEY TIRE NGSLEY TIRE NGSLEY TIRE NGSLEY TIRE NGSLEY TIRE NGSLEY TIRE A MOTORSPOR R EQUIPMENT	210.37 370.02 371.72 538.97 626.50 1,371.02 1,354.52 2,252.25	-210.37 TIRE REPAIR/REPLACEMENT B -370.02 TIRE REPAIR/REPLACEMENT B -371.72 TIRE REPAIR/REPLACEMENT B -538.97 TIRE REPAIR/REPLACEMENT B -626.50 TIRE REPAIR/REPLACEMENT B -1,371.02 TIRE REPAIR/REPLACEMENT B -1,354.52 PD MOTORCYCLES REPAIRS -2,252.25 SWEEPER PARTS
TOTAL REPAIR/MAINT SERV	ICES	.00	8,080.48	-7,800.48
TOTAL FLEET MAINTENANCE		.00	10,485.36	-8,730.36
TOTAL FLEET MAINTENANCE		.00	10,485.36	-8,730.36

PEI PAGE NUMBER: 18 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

## TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 045 - GOLF COURSE - CITY BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUI	DGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4000K COST OF REVENUE-KITCHEN 3 /20 09/12/19 21 63759 TOTAL COST OF REVENUE-KITCHEN	7003 RAVEN BRAND PROD	.00	49.32 49.32	.00 FOOD SUPPLIES
4000P COST OF REVENUE-PRO SHOP 3 /20 09/12/19 21 63709 TOTAL COST OF REVENUE-PRO SHOP	6476 CALLAWAY	.00	252.00 252.00	.00 IR RH BIG BERTHA 19 P .00
4220F OPERATING SUPPLIES FUEL 3 /20 09/12/19 21 9794 -01 63723 TOTAL OPERATING SUPPLIES FUEL	6445 GARY V. BURROWS,	.00	927.29 927.29	-927.29 MAINTENANCE EQUIPMENT FUE -927.29
4220M OPERATING SUPPLIES MAINT. 3 /20 09/12/19 21 63772 3 /20 09/12/19 21 63720 3 /20 09/12/19 21 63720 TOTAL OPERATING SUPPLIES MAINT.	6481 SPRAYING DEVICES 5866 FASTENAL COMPANY 5866 FASTENAL COMPANY		173.75 41.97 17.59 233.31	.00 DIRCTOVALVE W/VITON .00 IC WB SFTY RED .00 1/2 SAE F/W Z/ 1/2-13 .00
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/12/19 21 63762 3 /20 09/12/19 21 63727 TOTAL PROFESSIONAL CONTRACT SVC	6548 TOM RINGER 6573 JAMES HUDGEON	.00	220.50 400.50 621.00	.00 GOLF LESSON-AUG 2019 .00 GOLF LESSONS-AUG2019 .00
4316 INSURANCE EXPENSE 3 /20 09/12/19 21 9916 -01 63715 TOTAL INSURANCE EXPENSE	6659 DG INSURANCE AGE	.00	10,711.58 10,711.58	-10,711.58 COMMERCIAL LIABILITY INSU -10,711.58
4340 UTILITIES 3 /20 09/12/19 21 63746 3 /20 09/12/19 21 63746 TOTAL UTILITIES	0363 PG&E 0363 PG&E	.00	912.90 10.52 923.42	.00 07/30/19-08/28/19 .00 07/30/19-08/28/19 .00
TOTAL GOLF COURSE-CITY		.00	13,717.92	-11,638.87
TOTAL GOLF COURSE - CITY		.00	13,717.92	-11,638.87

PEI PAGE NUMBER: 19 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 050 - WATER BUDGET UNIT - 4250 - WATER

BODGET ONTT 4230 WATER						
ACCOUNT DATE T/C ENCUMBR	ANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/12/19 21 3 /20 09/12/19 21 TOTAL OPERATING SUPPLIES	63736 63770	0314 LEMOORE AUTO : 6860 JOHN SOUZA	SUP	12.85 26.80 39.65		FOR HAULED TOUCH READ REIMBURSEMENT
	01 63777 01 63777	6058 UNIVAR 6058 UNIVAR	.00	832.25 2,503.49 3,335.74		BLANKET PO 12.5% SODIUM H BLANKET PO 12.5% SODIUM H
4230 REPAIR/MAINT SUPPL 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 TOTAL REPAIR/MAINT SUPPL	63720 63736 63703 63703 63785	5866 FASTENAL COMP, 0314 LEMOORE AUTO : 2410 BENNETT & BENI 2410 BENNETT & BENI 0474 WEST VALLEY SI	SUP NET NET	16.58 2.35 6.63 65.38 115.87 206.81	.00 .00 .00	1/4INDCPLR1/4NPT FEM OIL 30W-HD FF GASKET FIBER FILLE FF GASKET FIBER FILLE 2" X 11/2" SCH80 TT R
4310 PROFESSIONAL CONTR 3 /20 09/12/19 21 3 /20 09/12/19 21 TOTAL PROFESSIONAL CONTR	63756 63767	0020 PRAXAIR DISTR 5352 SHRED-IT USA,		35.72 9.00 44.72		CYLINDER RENT SHRED-PUBLIC WORKS
4320 MEETINGS & DUES 3 /20 09/12/19 21 TOTAL MEETINGS & DUES	63780	0816 VALLEY COUNTII	ES .00	360.00 360.00	.00	VCWA DINNER (MEALS)
4340 UTILITIES 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 TOTAL UTILITIES	63698 63771 63754 63752 63700 63700 63700 63700	6639 AT&T 6266 SPARKLETTS 6627 PG&E NON ENERG 0363 PG&E 5516 AT&T 5516 AT&T 5516 AT&T	. 00	146.02 681.70 780.74 38,751.00 21.31 3.73 41.01 100.42 40,525.93	.00 .00 .00 .00	INTERNET WTR SERVICE NUCLEAR DECOMMISSION 07/10/19-08/20/19 939-103-4011 939-103-4007 939-106-1027 939-103-4000
4360 TRAINING 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 9939 TOTAL TRAINING	63775 63758 63726 01 63707	6932 SERGIO TAFOLLA 7110 STEVEN RAMIREZ 2160 FRANK HERNANDI 1999 CALIFORNIA RUI	Z EZ	48.00 23.29 27.38 900.00 998.67	.00	REIMBURSEMENT REIMBURSEMENT REIMBURSEMENT AWE WATER TREATMENT- FEB
4380 RENTALS & LEASES 3 /20 09/12/19 21	63693	2914 AAA QUALITY SI	ERV	120.97	.00	POTTY RENTAL

RUN DATE 09/13/2019 TIME 10:33:35

PEI - FUND ACCOUNTING

PAGE NUMBER: 20 PEI DATE: 09/13/2019 AUDIT11

CITY OF LEMOORE TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 050 - WATER BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE T/C EN	CUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	
4380 TOTAL	RENTALS & LEA RENTALS & LEA		(cont'd	)	.00	120.97	.00	
	MACH/EQUIP AS 9/12/19 21 9864 9/12/19 21 9864 MACH/EQUIP AS	-01 6 -02 6	3734 3734	0286 LAWRENCE TF 0286 LAWRENCE TF		519.95 37.70 557.65	-519.95 1140 200 0650-MS311 29 -37.70 SALES TAX -557.65	5 PA
TOTAL	WATER				.00	46,190.14	-4,793.39	

PEI PAGE NUMBER: 21 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRA	NC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/12/19 21 TOTAL OPERATING SUPPLIES	63716	6405 EINERSON'S PR	REPR .00	190.31 190.31	.00 DOORHANGERS
4330 PRINTING & PUBLICAT 3 /20 09/12/19 21 9735 -0 TOTAL PRINTING & PUBLICAT	1 63728	5546 INFOSEND	.00	1,387.53 1,387.53	-1,387.53 STATEMENTS - PRINTING -1,387.53
4335 POSTAGE & MAILING 3 /20 09/12/19 21 9735 -0 TOTAL POSTAGE & MAILING	3 63728	5546 INFOSEND	.00	2,651.77 2,651.77	-2,651.77 POSTAGE- STATEMENTS -2,651.77
4340 UTILITIES 3 /20 09/12/19 21 3 /20 09/12/19 21 3 /20 09/12/19 21 TOTAL UTILITIES	63700 63771 63700	5516 AT&T 6266 SPARKLETTS 5516 AT&T	.00	90.98 32.12 17.30 140.40	.00 939-103-6913 .00 WTR SERVICE .00 939-103-4005
TOTAL UTILITY OFFICE			.00	4,370.01	-4,039.30

PEI PAGE NUMBER: 22 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 050 - WATER BUDGET UNIT - 5227 - WELL MECHANICAL

ACCOUNT	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09 3 /20 09 3 /20 09	0/12/19 21 9 0/12/19 21 9 0/12/19 21 9 0/12/19 21 9 0/12/19 21 9	9924 -02 6 9924 -03 6 9924 -04 6	33745 33745 33745 33745 33695	7082 PACIFIC SURVE 7082 PACIFIC SURVE 7082 PACIFIC SURVE 7082 PACIFIC SURVE 6153 AEGIS GROUNDW	EY, EY, EY,	684.25 437.75 1,287.75 204.00 3,650.00 6,263.75	-437.75 -1,287.75 -204.00	MOBILIZATION OF EQUIPMENT CALIPER LOG/BOREHOLE VOLU GYROSCOPIC SURVEY STANDBY TIME - ACCESS BOR BLANKET PURCHASE ORDER WE
TOTAL	WELL MECHA	NICAL			.00	6,263.75	-6,263.75	
TOTAL	WATER				.00	56,823.90	-15,096.44	

PEI PAGE NUMBER: 23 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 056 - REFUSE BUDGET UNIT - 4256 - REFUSE

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	E VENDOR BU	IDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/12/19 21 9752 -01 63719 3 /20 09/12/19 21 63767 TOTAL PROFESSIONAL CONTRACT SVC	6869 WELLS FARGO BANK 5352 SHRED-IT USA, IN		700.80 6.00 706.80		TEMP LABOR BLANKET PO SHRED-PUBLIC WORKS
4340 UTILITIES 3 /20 09/12/19 21 63700 TOTAL UTILITIES	5516 AT&T	.00	2.12 2.12	.00	939-103-4007
4840 AUTOS AND TRUCKS 3 /20 09/12/19 21 9904 -01 63744 TOTAL AUTOS AND TRUCKS	5051 OGAWA DESIGNS	.00	2,110.00 2,110.00	-2,110.00 -2,110.00	CUSTOM GRAPHICS ON TRUCK
4840AR AUTOS/TRKS ASSET REPLACE 3 /20 09/12/19 21 9917 -01 63763 TOTAL AUTOS/TRKS ASSET REPLACE	0535 RUCKSTELL CALIF	.00	10,000.00 10,000.00	-10,000.00 -10,000.00	DOWN PAYMENT ON NEW SIDE-
TOTAL REFUSE		.00	12,818.92	-12,810.80	
TOTAL REFUSE		.00	12,818.92	-12,810.80	

EXPENDITURE TRANSACTION ANALYSIS TIME: 10:33:34

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	E VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/12/19 21 63779 TOTAL OPERATING SUPPLIES	2038 USA BLUEBOOK	.00	167.08 167.08	.00	TRACEABLE CONDUCTIVIT
4230 REPAIR/MAINT SUPPLIES 3 /20 09/12/19 21 63731 TOTAL REPAIR/MAINT SUPPLIES	0252 KINGS AUTO SU	JPPL .00	8.71 8.71	.00	SPRAY ENG DEGR
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/12/19 21 63767 3 /20 09/12/19 21 9828 -01 63711 TOTAL PROFESSIONAL CONTRACT SVC	5352 SHRED-IT USA, 1599 CHEMSEARCH	, IN .00	6.00 1,060.01 1,066.01		SHRED-PUBLIC WORKS BIOLOGICAL DELIVERY SYSTE
4340 UTILITIES 3 /20 09/12/19 21 63750 3 /20 09/12/19 21 63771 3 /20 09/12/19 21 63700 3 /20 09/12/19 21 63700 3 /20 09/12/19 21 0000134890 TOTAL UTILITIES	0363 PG&E 6266 SPARKLETTS 5516 AT&T 5516 AT&T 76 5516 AT&T	.00	10,580.81 664.67 2.12 21.47 33.38 11,302.45	.00 .00 .00	06/28/19-08/20/19 WTR SERVICE 939-103-4007 939-103-4010 939-105-2729
TOTAL SEWER		.00	12,544.25	-1,060.01	
TOTAL SEWER& STORM WTR DRAINAGE		.00	12,544.25	-1,060.01	

PEI PAGE NUMBER: 25 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 068 - GENERAL FACILITIES CAP BUDGET UNIT - 5700 - ADMIN OFFICE RELOCATION

ACCOUNT	DATE T/	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	
4317 3 /20 09 TOTAL	/12/19 21	ΓΙΟΝ/ΙΜΡLΕΜΈΝΤ 9819 -01 6 ΓΙΟΝ/ΙΜΡLΕΜΈΝΤ	3714	7075 DALE ATKINS	S CONT	243,696.91 243,696.91	-243,696.91 FINANCE REMODEL AND -243,696.91	ADDIT
TOTAL	ADMIN OF	FICE RELOCATION	ON		.00	243,696.91	-243,696.91	
TOTAL	GENERAL	FACILITIES CAP	•		.00	243,696.91	-243,696.91	

PEI PAGE NUMBER: 26
DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319')

ACCOUNTING PERIOD: 3/20

FUND - 069 - STORM DRAIN CAP BUDGET UNIT - 5505 - DAPHNE STORM DRAIN BASIN

ACCOUNT DATE T/C ENCUMBRANC REFERENCE VENDOR BUDGET **EXPENDITURES ENCUMBRANCES DESCRIPTION** 4310 PROFESSIONAL CONTRACT SVC 3 /20 09/12/19 21 9769 -01 63757 0876 QUAD KNOPF, INC. 1,432.25 -1,432.25 PROJECT #180249-DAPHNE ST PROFESSIONAL CONTRACT SVC TOTAL .00 1,432.25 -1,432.25TOTAL DAPHNE STORM DRAIN BASIN .00 1,432.25 -1,432.251,432.25 -1,432.25TOTAL STORM DRAIN CAP .00

PEI PAGE NUMBER: 27 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 160 - 2016 BOND FUND BUDGET UNIT - 5222 - ADD WATER TANK WELL 7

ACCOUNT DATE T/C ENCUMBRANC REFERE	NCE VENDOR BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/12/19 21 9773 -01 63757 TOTAL PROFESSIONAL CONTRACT SVC	0876 QUAD KNOPF, INC.	1,605.33 1,605.33	-1,605.33 PROJECT #160239 WATER TAN -1,605.33
TOTAL ADD WATER TANK WELL 7	.00	1,605.33	-1,605.33
TOTAL 2016 BOND FUND	.00	1,605.33	-1,605.33

PEI PAGE NUMBER: 28 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 201 - LLMD ZONE 1 BUDGET UNIT - 4851 - LLMD ZONE 1 WESTFIELD

ACCOUNT DA	ATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/1	JTILITIES 12/19 21 JTILITIES	6	3749	0363 PG&E	.00	109.28 109.28	.00	07/24/19-08/22/19
3 /20 09/1	12/19 21	NT SERVICES 6 NT SERVICES	3760	0388 REED ELECTR	IC, L .00	315.91 315.91	.00	LYONS PARK WALKWAY
TOTAL L	LLMD ZONE	1 WESTFIELD			.00	425.19	.00	
TOTAL L	LLMD ZONE	1			.00	425.19	.00	

PAGE NUMBER: 29 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT	DATE	T/C I	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340 3 /20 09 TOTAL	UTILIT 0/12/19 2 UTILIT	21	6	3749	0363 PG&E	.00	49.30 49.30	.00	07/24/19-08/22/19
TOTAL	LLMD Z	ONE 3	SILVA ESTA	TES		.00	49.30	.00	
TOTAL	LLMD Z	ONE 3	SILVA ESTA	TES		.00	49.30	.00	

PAGE NUMBER: 30 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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 3 /20 09 TOTAL	UTILI 9/12/19 UTILI	21	6	3749	0363 PG&E	.00	9.86 9.86	.00	07/24/19-08/22/19
TOTAL	LLMD	ZONE 6	CAPISTRANO	)		.00	9.86	.00	
TOTAL	LLMD	ZONE 6	6 CAPISTRANO	)		.00	9.86	.00	

PEI PAGE NUMBER: 31 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 208B - LLMD ZONE 8B GREENS BUDGET UNIT - 4858B - LLMD ZONE 8B GREENS

ACCOUNT	DATE T/	C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES [	DESCRIPTION
4340 3 /20 09 TOTAL	UTILITIE /12/19 21 UTILITIE		63749	0363 PG&E	.00	9.86 9.86	.00 (	07/24/19-08/22/19
TOTAL	LLMD ZON	E 8B GREENS			.00	9.86	.00	
TOTAL	LLMD ZON	E 8B GREENS			.00	9.86	.00	

PEI PAGE NUMBER: 32 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT D	ATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/	UTILITIES 12/19 21 UTILITIES	6	33749	0363 PG&E	.00	19.72 19.72	.00	07/24/19-08/22/19
TOTAL	LLMD ZONE 1	10 AVALON			.00	19.72	.00	
TOTAL	LLMD ZONE 1	10 AVALON			.00	19.72	.00	

PEI PAGE NUMBER: 33 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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 3 /20 09 TOTAL	UTILITIES /12/19 21 UTILITIES	6	53749	0363 PG&E	.00	22.14 22.14	.00 07/24/19-08/22/19 .00
TOTAL	LLMD ZONE	12 SUMMERWIN	ID		.00	22.14	.00
TOTAL	LLMD ZONE	12 SUMMERWIN	ND.		.00	22.14	.00

PAGE NUMBER: 34 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	E VENDOR BUI	DGET EXPEND	DITURES ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/12/19 21 9868 -01 63712 3 /20 09/12/19 21 9878 -01 63757 TOTAL PROFESSIONAL CONTRACT SVC	6459 CLEAN CUT LANDSC 0876 QUAD KNOPF, INC.	1,		YEARLY MAINTENANCE FOR LA PFMD ZONE1
4340 UTILITIES 3 /20 09/12/19 21 63749 TOTAL UTILITIES	0363 PG&E	.00	30.22 .00 30.22 .00	07/24/19-08/22/19
TOTAL PFMD ZONE 1		.00 1,	,924.99 -1,894.77	
TOTAL PFMD ZONE 1		.00 1,	,924.99 -1,894.77	

PAGE NUMBER: 35 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE	T/C ENCUMBRA	NC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/12/ 3 /20 09/12/		2 63757 1 63717	0876 QUAD KNOPF, 5637 EMTS, INC.	INC.	1,967.79 1,785.00 3,752.79		PFMD ZONE 2 YEARLY MAINTENANCE FOR LA
3 /20 09/12/	LITIES 19 21 LITIES	63749	0363 PG&E	.00	67.44 67.44	.00	07/24/19-08/22/19
TOTAL PFM	D ZONE 2			.00	3,820.23	-3,752.79	
TOTAL PFM	D ZONE 2			.00	3,820.23	-3,752.79	

PEI PAGE NUMBER: 36 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DAT	ге т/с	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/12 3 /20 09/12	2/19 21 98 2/19 21 98		3717 3757	5637 EMTS, INC. 0876 QUAD KNOPF, I	NC. .00	952.00 667.00 1,619.00		YEARLY MAINTENANCE FOR LA PFMD ZONE 3
3 /20 09/12	TILITIES 2/19 21 TILITIES	6	3749	0363 PG&E	.00	9.98 9.98	.00	07/24/19-08/22/19
TOTAL PI	MD ZONE	3			.00	1,628.98	-1,619.00	
TOTAL PI	MD ZONE	3			.00	1,628.98	-1,619.00	

PEI PAGE NUMBER: 37 DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09	/12/19 21 9 /12/19 21 9 /12/19 21	869 -01 6	53757 53712 53712	0876 QUAD KNOPF, I 6459 CLEAN CUT LAN 6459 CLEAN CUT LAN	NDSC	742.66 381.66 158.00 1,282.32	-381.66	PFMD ZONE 4 YEARLY MAINTENANCE FOR LA EXTRA WORK AUG 2019
4340 3 /20 09 TOTAL	UTILITIES /12/19 21 UTILITIES	6	53749	0363 PG&E	.00	33.30 33.30	.00	07/24/19-08/22/19
TOTAL	PFMD ZONE	4			.00	1,315.62	-1,124.32	
TOTAL	PFMD ZONE	4			.00	1,315.62	-1,124.32	

PAGE NUMBER: 38 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE	T/C ENCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/12/19 3 /20 09/12/19 3 /20 09/12/19	21 9870 -01 63712	6459 CLEAN CUT LAND 6459 CLEAN CUT LAND 0876 QUAD KNOPF, IN	SC	184.50 1,328.92 507.32 2,020.74	-1,328.92	EXTRA WORK AUG 2019 YEARLY MAINTENANCE FOR LA PFMD ZONE 5
4340 UTILIT 3 /20 09/12/19 TOTAL UTILIT	63749	0363 PG&E	.00	110.33 110.33	.00	07/24/19-08/22/19
TOTAL PFMD Z	ONE 5		.00	2,131.07	-1,836.24	
TOTAL PFMD Z	ONE 5		.00	2,131.07	-1,836.24	

PAGE NUMBER: 39 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT11

TIME: 10:33:34 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 256 - PFMD ZONE 6 BUDGET UNIT - 4876 - PFMD ZONE 6

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/12/19 21 9878 -06 63757 3 /20 09/12/19 21 9873 -01 63717 TOTAL PROFESSIONAL CONTRACT SVC	0876 QUAD KNOPF, I 5637 EMTS, INC.	.00	949.86 650.00 1,599.86	-949.86 PFMD ZONE 6 -650.00 YEARLY MAINTENANCE FOR LA -1,599.86
TOTAL PFMD ZONE 6		.00	1,599.86	-1,599.86
TOTAL PFMD ZONE 6		.00	1,599.86	-1,599.86
TOTAL REPORT		.00	405,143.06	-334,299.56

PAGE NUMBER: 1 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT311

TIME: 10:37:49 GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 001 - GENERAL FUND

ACCOUNT	DATE T/C REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
3 /20 3 /20 3 /20 3 /20 3 /20 3 /20	ACCOUNTS PAYABLE 09/12/19 21 63740 09/13/19 21 63793 09/13/19 21 63792 09/13/19 21 63790 09/13/19 21 63791 ACCOUNTS PAYABLE	T2778 MAGALLON'S ROOFING T493 LHS BAND BOOSTERS 2766 LEMOORE YOUTH SPORTS T255 ASSEMBLY OF GOD, LEM T1201 LEM CHIEF PETTY OFFI	.00	1.00 100.00 100.00 100.00 100.00 401.00	REFUND PERMIT1908-042 FIREWORKS DEPOSIT FIREWORKS DEPOSIT FIREWORKS DEPOSIT FIREWORKS DEPOSIT
3 /20	CALIF.BSASF. SB1473 09/12/19 21 63740 CALIF.BSASF. SB1473	T2778 MAGALLON'S ROOFING	1.00 1.00	.00	REFUND PERMIT1908-042
3 /20 3 /20 3 /20 3 /20 3 /20	SUSPENSE 09/13/19 21 63793 09/13/19 21 63792 09/13/19 21 63790 09/13/19 21 63791 SUSPENSE	T493 LHS BAND BOOSTERS 2766 LEMOORE YOUTH SPORTS T255 ASSEMBLY OF GOD, LEM T1201 LEM CHIEF PETTY OFFI	100.00 100.00 100.00 100.00 400.00	.00	FIREWORKS DEPOSIT FIREWORKS DEPOSIT FIREWORKS DEPOSIT FIREWORKS DEPOSIT
TOTAL	GENERAL FUND		401.00	401.00	

PAGE NUMBER: 2 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT311

TIME: 10:37:49 GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 082 - PAYROLL

ACCOUNT	DATE T/C REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
	ACCOUNTS PAYABLE 09/12/19 21 63742 09/12/19 21 63697 ACCOUNTS PAYABLE	T2407 THOMAS NULL T998 JOSE AMBRIZ	.00	76.50 130.00 206.50	REFUND GARNIMENT REFUND GARNISHMENT
	LEGAL ASSIGNMENT 09/12/19 21 63742 09/12/19 21 63697 LEGAL ASSIGNMENT	T2407 THOMAS NULL T998 JOSE AMBRIZ	76.50 130.00 206.50	.00	REFUND GARNIMENT REFUND GARNISHMENT
TOTAL	PAYROLL		206.50	206.50	

PAGE NUMBER: 3 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT311

TIME: 10:37:49 GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

FUND - 090 - TRUST & AGENCY

ACCOUNT DATE	T/C REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020 ACCOUNTS 3 /20 09/12/19 3 /20 09/12/19 TOTAL ACCOUNTS	21 63740 21 63730	T2778 MAGALLON'S ROOFING 6788 KART	.00	1.73 300.00 301.73	REFUND PERMIT1908-042 KART BIS PASSES
2256 STRONG M 3 /20 09/12/19 TOTAL STRONG M	21 63740	T2778 MAGALLON'S ROOFING	1.73 1.73	.00	REFUND PERMIT1908-042
2313 KART 3 /20 09/12/19 TOTAL KART	21 63730	6788 KART	300.00 300.00	.00	KART BIS PASSES
TOTAL TRUST &	AGENCY		301.73	301.73	
TOTAL REPORT			909.23	909.23	

PAGE NUMBER: 1 PEI DATE: 09/13/2019 CITY OF LEMOORE AUDIT31

TIME: 10:36:19 REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.account between '3000' and '3999' and transact.batch in ('VM091319','VM91319') ACCOUNTING PERIOD: 3/20

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

ACCOUNT	DATE	T/C RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
3040 3 /20 TOTAL	09/12/19	PERMITS 210 PERMITS	63740	T2778 MAGALLON'S	ROOFIN .00	-240.00 -240.00	.00	REFUND PERMIT1908-042
3630 3 /20 TOTAL	09/12/19	PLAN UPDATE 210 PLAN UPDATE	63740	T2778 MAGALLON'S	ROOFIN .00	-10.67 -10.67	.00	REFUND PERMIT1908-042
3635 3 /20 TOTAL	TECHNOLO 09/12/19 TECHNOLO	210	63740	T2778 MAGALLON'S	ROOFIN .00	-5.34 -5.34	.00	REFUND PERMIT1908-042
3681 3 /20 TOTAL	RECREATI 09/12/19 RECREATI	210	63774	T2777 SABRINA SWA	AYNE .00	-50.00 -50.00	.00	REFUND- AIR RIFLE SES
TOTAL	GENERAL	FUND			.00	-306.01	.00	
TOTAL	GENERAL	FUND			.00	-306.01	.00	
TOTAL RE	PORT				.00	-306.01	.00	

# Warrant Register 9-20-2019

PAGE NUMBER: 1 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 001 - GENERAL FUND BUDGET UNIT - 4211 - CITY COUNCIL

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUDG	GET EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/20/19 21 63838	5609 LOZANO SMITH, LL	34.30	.00 PROFESSIONAL SERVICE
3 /20 09/20/19 21 63838 3 /20 09/20/19 21 63838	5609 LOZANO SMITH, LL 5609 LOZANO SMITH, LL	41.89 3,156.00	.00 PROFESSIONAL SERVICE .00 PROFESSIONAL SERVICE
3 /20 09/20/19 21 63838 TOTAL PROFESSIONAL CONTRACT SVC	5609 LOZANO SMITH, LL	.00 977.55 4,209.74	.00 PROFESSIONAL SERVICE
TOTAL CITY COUNCIL		.00 4,209.74	.00

PAGE NUMBER: 2 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DA	ATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/2 3 /20 09/2	20/19 21 20/19 21 9	AL CONTRACT 6 816 -01 6 AL CONTRACT	53838 53830	5609 LOZANO SMITH, 2849 KINGS COUNTY		5,917.46 1,666.67 7,584.13		PROFESSIONAL SERVICE ANNUAL MEMBERSHIP FEE OF
TOTAL C	CITY MANAG	ER			.00	7,584.13	-1,666.67	

PAGE NUMBER: 3 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE	T/C ENCUM	BRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPT	ION
3 /20 09/20,	NTING & PUBLI 19 21 9936 NTING & PUBLI	-02 6	3862	0536 STERLI	ING CODIFIE	1,676.00 1,676.00	-1,676.00 SUPPLEME -1,676.00	NTS
TOTAL CI	Y CLERK'S OFF	ICE			.00	1,676.00	-1,676.00	

PEI PAGE NUMBER: 4 DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/20/19 21 9734 -01 63852 3 /20 09/20/19 21 63838 3 /20 09/20/19 21 63858 3 /20 09/20/19 21 63858 TOTAL PROFESSIONAL CONTRACT SVC	6316 PRICE PAIGE & 5609 LOZANO SMITH, 5352 SHRED-IT USA, 5352 SHRED-IT USA,	LL IN	13,530.00 943.44 30.19 19.51 14,523.14	.00	CONSULTING SERVICES PROFESSIONAL SERVICE SHRED-FINANCE SHRED-FINANCE
4389 BANK FEES AND CHARGES 3 /20 09/20/19 21 63868 TOTAL BANK FEES AND CHARGES	6104 US BANK	.00	22.00 22.00	.00	MAINTENANCE FEE AUG19
TOTAL FINANCE		.00	14,545.14	-13,530.00	

PAGE NUMBER: 5 PEI AUDIT11

DATE: 09/27/2019 CITY OF LEMOORE TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 001 - GENERAL FUND BUDGET UNIT - 4216 - PLANNING

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/20/19	21	AL CONTRACT 6 AL CONTRACT	3838	5609 LOZANO SMITH,	LL .00	649.04 649.04	.00	PROFESSIONAL SERVICE
TOTAL PLAN	NING				.00	649.04	.00	

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	E VENDOR BUDG	GET EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/20/19 21 9858 -01 63857 3 /20 09/20/19 21 9858 -01 63857 3 /20 09/20/19 21 9858 -01 63857 3 /20 09/20/19 21 9858 -01 63857 3 /20 09/20/19 21 9858 -01 63857 3 /20 09/20/19 21 9858 -01 63857 3 /20 09/20/19 21 9858 -01 63857 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796	5638 SHINEN LANDSCAPE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE	160.00 225.00 500.00 575.00 575.00 650.00 -56.50 110.81 54.31 54.31	-160.00 -225.00 -500.00 -575.00 -575.00 -650.00 .00	LANDSCAPE MAINTENANCE LANDSCAPE MAINTENANCE LANDSCAPE MAINTENANCE LANDSCAPE MAINTENANCE LANDSCAPE MAINTENANCE LANDSCAPE MAINTENANCE UNIFORM UNIFORM/TOWEL/MAT UNIFORM/TOWEL/MAT MAT
3 /20 09/20/19 21 63796 TOTAL PROFESSIONAL CONTRACT SVC	2653 AMERIPRIDE	66.81 .00 2,989.74		UNIFORM/TOWEL/MAT
4340 UTILITIES 3 /20 09/20/19 21 63848 TOTAL UTILITIES	0363 PG&E	20,949.49 .00 20,949.49	.00	07/31/19-08/29/19
4350 REPAIR/MAINT SERVICES 3 /20 09/20/19 21 63831 TOTAL REPAIR/MAINT SERVICES	1263 KINGS COUNTY MOB	.00 102.87 102.87	.00	REKEY CYLINDER
TOTAL MAINTENANCE DIVISION		.00 24,042.10	-2,685.00	

PAGE NUMBER: 7 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

## EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

TIME: 08:44:51

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

ACCOUNT DATE	T/C ENC	CUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITU	JRES	ENCUMBRANCES	DESCRIPTION
4220 OPERA	TING SUPF	PLTES							
3 /20 09/20/19	21 9880	-01 6	3856	0531 SAN DIEGO	POLICE		0.00	-590.00	FORCE ON FORCE 5.56MM MAR
3 /20 09/20/19	21 9880	-02 6		0531 SAN DIEGO			0.00		FORCE ON FORCE 5.56MM MAR
3 /20 09/20/19		-03 6		0531 SAN DIEGO			3.00		FORCE ON FORCE 9MM MARKER
3 /20 09/20/19		-04 6		0531 SAN DIEGO			3.00		FORCE ON FORCE 9MM MARKER
3 /20 09/20/19		-05 6		0531 SAN DIEGO		214	1.00		FORCE ON FORCE 9MM BLANKS
3 /20 09/20/19		-06 6		0531 SAN DIEGO		6,164			FEDERAL TACTICAL BONDED .
3 /20 09/20/19 3 /20 09/20/19		-07 6 -08 6		0531 SAN DIEGO 0531 SAN DIEGO		6,611 1,096			FEDERAL .223 55GR FMJ-BT SALES TAX
3 /20 09/20/19		-08 6		0531 SAN DIEGO			0.00		SHIPPING
3 /20 09/20/19		-01 6							STREAMLIGHT TLR-1 HPL 692
3 /20 09/20/19		-02 6	3843	6418 OPTICSPLA	NFT.COM	12	2.32	-12.32	SALES TAX
3 /20 09/20/19		-01 6	3818	2960 GALLS		1.000	0.00	-1.000.00	ALUMINUM RECHARGEABLE DUT
3 /20 09/20/19			13619111	2960 GALLS		,	.00	.00	ALUMINUM RECHARGEABLE DUT
3 /20 09/20/19		-02 6	3818	2960 GALLS		411	04	-411.04	PEERLESS HANDCUFFS
3 /20 09/20/19			13619111	2960 GALLS			.00	.00	PEERLESS HANDCUFFS
3 /20 09/20/19		-03 6	3818	2960 GALLS		106	5.00	-106.00	MK-4 OC SPRAY
3 /20 09/20/19			13619111	2960 GALLS		000	.00	.00	MK-4 OC SPRAY
3 /20 09/20/19	21 9892	-04 6	3818	2960 GALLS		800	0.00	-800.00	26:ASP BATONS
3 /20 09/20/19 3 /20 09/20/19		-04 0 -05 6	13619111	2960 GALLS		250	.00	250 00	26:ASP BATONS REPLACEMENT FLASHLIGHT BA
3 /20 09/20/19	1 21 9092		13619111	2960 GALLS		330	00	-336.00	REPLACEMENT FLASHLIGHT BA
3 /20 09/20/19	21 9892	-06 6	3818	2960 GALLS		181	75	-181 75	DOUBLE CUFF (FLEX CUFFS)
3 /20 09/20/19		-07 6	3818	2960 GALLS		137	2.50	-137.50	ANSI 207 VESTS (TRAFFIC V
3 /20 09/20/19			13619111	2960 GALLS			.00	.00	ANSI 207 VESTS (TRAFFIC V
3 /20 09/20/19		-08 6	3818	2960 GALLS		29	0.80	-29.80	TAX
3 /20 09/20/19		-08 6	3818	2960 GALLS		72	2.50	-72.50	
3 /20 09/20/19		-08 6	3818	2960 GALLS		101	62	-101.62	
3 /20 09/20/19		-08 6	3818	2960 GALLS		13	3.18	-13.18	
3 /20 09/20/19		-09 6	3818	2960 GALLS		5	. 89	-3.89	SHIPPING
3 /20 09/20/19 3 /20 09/20/19		-09 6 -09 6	3010 2010	2960 GALLS		3	70	-3.41 - 70	SHIPPING SHIPPING
3 /20 09/20/19		-01 6	3834	0287 LC ACTION	I DOLTCE	627	, , 00	-627 NO	GLOCK MAGAZINE GEN5 17RD
3 /20 09/20/19		-02 6	3834	0287 LC ACTION	POLICE	427	'. 50	-427.50	MAGPUL 30 RD AR15 RIFLE M
3 /20 09/20/19		-03 6	3834	0287 LC ACTION	POLICE	76	5.45	-76.45	
3 /20 09/20/19	21 9897	-01 6	3801	5085 BROWNELLS	S,INC	32	2.71	-32.71	080-001-261WB UNIVERSAL P
3 /20 09/20/19		-02 6	3801	5085 BROWNELLS	S,INC	13	3.48	-13.48	080-200303WB ARMORER'S KI
3 /20 09/20/19		-03 6	3801	5085 BROWNELLS	S,INC	14	.98	-14.98	100-003-708WB 1911/M16 AR
3 /20 09/20/19		-04 6	3801	5085 BROWNELLS	S,INC	18	3.41	-18.41	100-000-744WB GLOCK ULTIM
3 /20 09/20/19		-05 6	3801	5085 BROWNELLS	S,INC	36	.42	-36.42	100-026-496WB AR15 ARMOR
3 /20 09/20/19		-06 6	38UL	5085 BROWNELLS	, INC	10 61	0.27	-1b.2/	080-000-487WB BROWNELLS A
3 /20 09/20/19 3 /20 09/20/19		-07 6 -08 6	3801	5085 RROWNELLS	TNC	2/	1 68	-01.00 -24 68	100-004-436WB MAGNA MATIC 133-100-016WB AR15/M16 CA
3 /20 09/20/19		-09 6	3801	5085 BROWNELLS	TNC	14	1 44	-14.00	827-530-320WB AR15 TAPER
3 /20 09/20/19		-10 6	3801	5085 BROWNFILE	S. TNC	22	87	-22 87	080-000-674WB TAPER PIN R
3 /20 09/20/19		-11 6	3801	6418 OPTICSPLA 6418 OPTICSPLA 6418 OPTICSPLA 2960 GALLS 2960 GALS 2960 GALLS 2960 GALS 2960 GALLS 2960 GALLS 2960 GALLS 2960 GALLS 2	S,INC	22	0.16	-9.16	827-512-820WB 51282 STARR
3 /20 09/20/19		-12 6	3801	5085 BROWNELLS	S,INC	61	27	-61.27	827-525-860WB 52586 565 P
. , , ,					•				

RUN DATE 09/27/2019 TIME 08:44:51

PAGE NUMBER: 8 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

#### TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCU	MBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPL 3 /20 09/20/19 21 9897 TOTAL OPERATING SUPPL	TES (cont's -13 63801 -14 63801 -16 63801 -17 63801 -19 63801 -19 63801 -20 63801 -22 63801 -22 63801 -23 63801 -25 63801 -26 63801 -27 63801 -28 63801 -28 63801 -30 63801 -32 63801 -35	d) 5085 BROWNELLS,ING	.00	36.84 11.20 160.20 23.90 13.00 24.84 7.80 7.00 1,047.00 33.90 914.94 1,174.14 43.30 1,673.35 221.97 56.70 95.81 41.44 9.95 26,719.99	-36.84 -11.20 -160.20 -23.90 -13.00 -24.84 -7.80 -7.00 -1,047.00 -33.90 -914.94 -1,174.14 -43.30 -1,673.35 -221.97 -56.70 -95.81 -41.44 -9.95 -26,720.00	100-024-927WB AVAR15SM SM 08-000-314WB BROWNELLS AR 231-000-117WB F1000274 AR 080-001-252WB 1/2 CRUSH W 160-300-009WB PIN, GAS TU 160-304-004WB PIN, CAM 160-304-020WB PIN, EXTRAC 160-308-152WB SCREW, PIST 100-003-538WB MAGPUL AR15 078-101-112WB AR15 A-2 RE 100-006-786WB MAGPUL MOE 892-415-125WB CP25F TRIJI 160-304-043WB SP61547 BOL 100-006-787WB MBUS GEN 2 118-000-041WB BURRIS AR-F 100-009-079WB INTRAFUSE E 160-304-013WB SP64027 BOL 100-028-572WB PISTOL BORE SHIPPING
4220U OPERAT SUPPLIES 3 /20 09/20/19 21 TOTAL OPERAT SUPPLIES	63850	5829 JONES BOYS, I		140.00 140.00		LPD BADAGE LEFT CHEST
4310 PROFESSIONAL CO 3 /20 09/20/19 21 3 /20 09/20/19 21 3 /20 09/20/19 21 9740 3 /20 09/20/19 21 3 /20 09/20/19 21 TOTAL PROFESSIONAL CO	63838 63825 -01 63822 63838 63858	5609 LOZANO SMITH, 3088 JONES TOWING, 5814 CITY OF HANFO 5609 LOZANO SMITH, 5352 SHRED-IT USA,	, LL , IN DRD , LL , IN	17.15 2,990.00 15,572.91 926.10 224.74 19,730.90	.00 .00 -15,572.91 .00 .00 -15,572.91	PROFESSIONAL SERVICE TOWING LEMOORE DISPATCH SERVICES PROFESSIONAL SERVICE SHRED-FIRE
4340 UTILITIES 3 /20 09/20/19 21 3 /20 09/20/19 21 3 /20 09/20/19 21 3 /20 09/20/19 21 TOTAL UTILITIES	63869 63798 63797 63812	0116 VERIZON WIREL 5516 AT&T 5048 AT&T MOBILITY 6685 DIRECTTV	LESS 7	567.32 289.03 86.48 92.75 1,035.58	.00 .00 .00 .00	08/02/19-09/01/19 08/26/19-09/02/19 09/04/19-10/03/19
4360 TRAINING 3 /20 09/20/19 21 3 /20 09/20/19 21 3 /20 09/20/19 21 3 /20 09/20/19 21 3 /20 09/20/19 21 C608	63870 63860 63866 63847 -01 63806	T2239 WILLIAM JASC T1220 MATTHEW SMIT T2615 TABITHA TORF T385 MARK PESCATOR 6075 CITY OF FRESN	ON ST ITH RES RE NO P	42.00 42.00 42.00 225.00 1,218.00	.00 .00 .00 .00 -1,218.00	PER DIEM PER DIEM PER DIEM PER DIEM POST TRAINING FISCAL YEAR

RUN DATE 09/27/2019 TIME 08:44:51

PEI - FUND ACCOUNTING

PAGE NUMBER: 9 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDO	R BUD	GET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4360 3 /20 09 3 /20 09 TOTAL		21 21		(cont'd 33827 33846	T667 №	MICHAEL KENDALL SOLEDAD PEREZ	.00	67.00 66.00 1,702.00		PER DIEM PER DIEM
4380 3 /20 09 TOTAL	9/20/19	21	LEASES 6 LEASES	53803	1817	C.A. REDING COMP	.00	192.29 192.29	.00	PD PRINTER/COPIER
TOTAL	POLIC	E					.00	49,520.76	-43,510.91	

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUI	OGET EXPENI	DITURES ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/20/19 21 63819 3 /20 09/20/19 21 63807 TOTAL OPERATING SUPPLIES	0068 GARY V. BURROWS, 7058 COMCAST	.00		) GASOLINE ) 09/13/19-10/12/19 )
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/20/19 21 63822 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 9842 -01 63836 TOTAL PROFESSIONAL CONTRACT SVC	5814 CITY OF HANFORD 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 LEMOORE VOLUNTEE	17	43.77     .00       43.77     .00       1.13     .00       1.13     .00       1.13     .00       1.06.14     .00       106.14     .00	DISPATCH SERVICE UNIFORM/TOWEL/MAT UNIFORM UNIFORM UNIFORM UNIFORM UNIFORM UNIFORM/MAT UNIFORM/MAT UNIFORM/MAT
4360 TRAINING 3 /20 09/20/19 21 63815 TOTAL TRAINING	7102 FAITH FARIA	.00	480.16 .00	
TOTAL FIRE		.00 30	,187.07 -17,500.00	)

PEI PAGE NUMBER: 11 DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC I	REFERENCE VEND	OOR BUDGE	T EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONTRACT SY 3 /20 09/20/19 21 633 TOTAL PROFESSIONAL CONTRACT SY	8838 5609	O LOZANO SMITH, LL .(	121.40 00 121.40		PROFESSIONAL SERVICE
TOTAL PUBLIC WORKS		.(	0 121.40	.00	

PEI PAGE NUMBER: 12 DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DA	ATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/2 3 /20 09/2 3 /20 09/2 3 /20 09/2 3 /20 09/2	20/19 21 20/19 21 20/19 21	6 6 6 6 6	3796 3796 3796 3796 3796 3796	2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE	.00	58.15 50.63 50.63 -256.00 315.94 219.35	.00	UNIFORM UNIFORM UNIFORM UNIFORM UNIFORM
TOTAL S	STREETS				.00	219.35	.00	

PEI PAGE NUMBER: 13 DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 001 - GENERAL FUND BUDGET UNIT - 4241 - PARKS

ACCOUNT DATE	T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/20/19 3 /20 09/20/19 3 /20 09/20/19 3 /20 09/20/19	21 21 21	63849 63796 63796 63796	0363 PG&E 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE		2,428.89 35.89 20.44 19.39	.00 .00 .00	07/31/19-08/29/19 UNIFORM UNIFORM UNIFORM
3 /20 09/20/19 TOTAL PROFE	SSIONAL CONTRACT		2653 AMERIPRIDE	.00	107.00 2,611.61	.00	UNIFORM
TOTAL PARKS				.00	2,611.61	.00	

PEI PAGE NUMBER: 14 DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/20/19 21 63859 3 /20 09/20/19 21 63859 TOTAL OPERATING SUPPLIES	0419 SMART & FINAL 0419 SMART & FINAL	.00	95.91 173.42 269.33	.00 FLAG FOOTBALL CONCESS .00 YOUTH DANCE CONCESSIO .00
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/20/19 21 63800 3 /20 09/20/19 21 63838 TOTAL PROFESSIONAL CONTRACT SVC	6099 BOCKYN, LLC 5609 LOZANO SMITH,	LL .00	250.00 18.00 268.00	.00 OCT 2019 SOFT MAINT .00 PROFESSIONAL SERVICE .00
TOTAL RECREATION		.00	537.33	.00

PEI PAGE NUMBER: 15 DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE VENDOR RUDGET EXPENDITURES ENCUMBRANCES DESCRIPTION

ACCOUNT DATE 1/C ENCOMBRANC REFERENCE	VENDOR BODGET	LAFLINDITORLS	LINCOMBRANCES DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/20/19 21 63863	0809 TAG-AMS, INC.	412.00	.00 DRUG SCREENING
3 /20 09/20/19 21 63838 TOTAL PROFESSIONAL CONTRACT SVC	5609 LOZANO SMITH, LL	1,577.80 1,989.80	.00 PROFESSIONAL SERVICE .00
TOTAL HUMAN RESOURCES	.00	1,989.80	.00

PEI PAGE NUMBER: 16 DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 001 - GENERAL FUND BUDGET UNIT - 5712 - REGIONAL DISPATCH CENTER

ACCOUNT I	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
	/20/19	21 9	AL CONTRACT 815 -01 6 AL CONTRACT	3865	6933 TETER, LLP	.00	5,245.07 5,245.07	-5,245.07 -5,245.07	ARCHITECT SERVICES 2020
TOTAL	REGIO	NAL D	ISPATCH CENT	ER		.00	5,245.07	-5,245.07	
TOTAL	GENER	AL FU	ND			.00	143,138.54	-85,813.65	

#### TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BU	JDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/20/19 21 9751 -01 63819 3 /20 09/20/19 21 63829 TOTAL OPERATING SUPPLIES	0068 GARY V. BURROWS, 0252 KINGS AUTO SUPPL	.00	5,056.27 149.59 5,205.86		OIL BLANKET PO AIR/OIL/FUEL FILTER
4220CNG CNG OPERATING SUPPLIES 3 /20 09/20/19 21 9754 -01 63835 TOTAL CNG OPERATING SUPPLIES	0306 LEMOORE HIGH SCH	· .00	3,298.08 3,298.08	-3,298.08 -3,298.08	CNG FUEL
4220F OPERATING SUPPLIES FUEL 3 /20 09/20/19 21 9750 -01 63819 TOTAL OPERATING SUPPLIES FUEL	0068 GARY V. BURROWS,	.00	13,667.76 13,667.76	-13,667.76 -13,667.76	FUEL BLANKET PO
4230 REPAIR/MAINT SUPPLIES 3 /20 09/20/19 21 63823 3 /20 09/20/19 21 63833 3 /20 09/20/19 21 63821 TOTAL REPAIR/MAINT SUPPLIES	6715 INTERSTATE BILLI 0286 LAWRENCE TRACTOR 6146 HANFORD CHRYSLER	र	197.57 4.06 72.40 274.03	.00	ALTERNATOR COMPRESSIO AA NOZZLE
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 TOTAL PROFESSIONAL CONTRACT SVC	2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE	.00	49.87 49.87 49.87 62.27 211.88	.00	UNIFORM/TOWEL/MOP UNIFORM UNIFORM UNIFORM/TOWEL/MOP
4350 REPAIR/MAINT SERVICES 3 /20 09/20/19 21 63809 3 /20 09/20/19 21 63808 3 /20 09/20/19 21 9753 -01 63799 3 /20 09/20/19 21 9753 -01 63799 TOTAL REPAIR/MAINT SERVICES	5289 CUMMINS PACIFIC, 6374 COOK'S COMMUNICA 0056 BILLINGSLEY TIRE 0056 BILLINGSLEY TIRE	\ <u>=</u>	8.74 125.00 561.36 1,684.08 2,379.18	.00 -561.36	FACTORY IN SHOP LABOR TIRE REPAIR/REPLACEMENT B TIRE REPAIR/REPLACEMENT B
TOTAL FLEET MAINTENANCE		.00	25,036.79	-24,267.55	
TOTAL FLEET MAINTENANCE		.00	25,036.79	-24,267.55	

RUN DATE 09/27/2019 TIME 08:44:51

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 045 - GOLF COURSE - CITY BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT DATE T/C ENCUMBRAN	C REFERENCE	VENDOR BU	IDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K COST OF REVENUE-KITCH 3 /20 09/20/19 21 TOTAL COST OF REVENUE-KITCH	63854	7003 RAVEN BRAND PROD	.00	49.32 49.32	.00	FOOD SUPPLIES
4000P COST OF REVENUE-PRO : 3 /20 09/20/19 21 3 /20 09/20/19 21 3 /20 09/20/19 21 3 /20 09/20/19 21 TOTAL COST OF REVENUE-PRO :	63842 63851 63851 63805	6452 NIKE USA, INC. 7113 PRG AMERICAS LLC 7113 PRG AMERICAS LLC 6476 CALLAWAY		61.13 277.93 472.79 378.00 1,189.85	.00	VAPOR GOLF SUPPLIES GOLF SUPPLIES IR RH BIG BERTHA
4220M OPERATING SUPPLIES M. 3 /20 09/20/19 21 3 /20 09/20/19 21 3 /20 09/20/19 21 TOTAL OPERATING SUPPLIES M.	63841 63844 63844	0345 MORGAN & SLATES, 0361 ORTON'S EQUIPMEN 0361 ORTON'S EQUIPMEN	l	375.00 61.40 87.48 523.88	.00	RETHREAD CLINDER JCP 991-20021 JCB 991/00148P
4309 STAFFING/TOM RINGER 3 /20 09/20/19 21 3 /20 09/20/19 21 TOTAL STAFFING/TOM RINGER	63855 63855	T1885 TOM RINGER T1885 TOM RINGER	.00	250.00 15,686.03 15,936.03		MARK FRANTZ PAYROLL
4350 REPAIR/MAINT SERVICE 3 /20 09/20/19 21 3 /20 09/20/19 21 TOTAL REPAIR/MAINT SERVICE	63811 63840	1347 DIAMOND CUT GLAS 0342 MILLERS RENTALAN		250.00 129.75 379.75		BRONZE GRIDS SOD CUTTER
TOTAL GOLF COURSE-CITY			.00	18,078.83	.00	
TOTAL GOLF COURSE - CITY			.00	18,078.83	.00	

PAGE NUMBER: 19 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

#### TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 050 - WATER BUDGET UNIT - 4250 - WATER

ACCOUNT DATE T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/20/19 21	53816 53816 53816	5866 FASTENAL COMPA 5866 FASTENAL COMPA 5866 FASTENAL COMPA	ANY	33.16 26.80 13.93 73.89	.00	IC WB WHITE L BLCK DG HL HD GLV 3'X1000'RED DANGER TP
4220CH CHLORINE OPERATING SUF 3 /20 09/20/19 21 9830 -01 6 3 /20 09/20/19 21 9830 -01 6 TOTAL CHLORINE OPERATING SUF	53867 53867	6058 UNIVAR 6058 UNIVAR	.00	1,179.74 2,172.57 3,352.31		BLANKET PO 12.5% SODIUM H BLANKET PO 12.5% SODIUM H
4230 REPAIR/MAINT SUPPLIES 3 /20 09/20/19 21 9829 -01 6 3 /20 09/20/19 21 9829 -02 6 TOTAL REPAIR/MAINT SUPPLIES		0188 FERGUSON ENTER 0188 FERGUSON ENTER		32.07 21.38 53.45		BLANKET PO WATER DISTRIBU BLANKET PO FIRE HYDRANT R
3 /20 09/20/19 21 6 3 /20 09/20/19 21 6 3 /20 09/20/19 21 6	53796 53796 53796 53796 53822	2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 5814 CITY OF HANFOR	RD .00	71.76 66.76 80.26 61.83 3,893.23 4,173.84	.00 .00 .00	UNIFORM UNIFORM UNIFORM UNIFORM DISPATCH SERVICE
4310LAB LABS FOR TESTING - PRO 3 /20 09/20/19 21 9831 -01 6 3 /20 09/20/19 21 9831 -01 6 TOTAL LABS FOR TESTING - PRO	53802 53802	1397 BSK ANALYTICAI 1397 BSK ANALYTICAI		28.00 112.00 140.00		BLANKET PO ANALYTICAL TES BLANKET PO ANALYTICAL TES
4350 REPAIR/MAINT SERVICES 3 /20 09/20/19 21 9934 -01 6 3 /20 09/20/19 21 9934 -02 6 3 /20 09/20/19 21 9934 -03 6 3 /20 09/20/19 21 9934 -04 6 3 /20 09/20/19 21 9934 -05 6 TOTAL REPAIR/MAINT SERVICES	53826 53826 53826	7032 KAWEAH PUMP, 7032 KAWEAH	INC INC INC	748.33 20.00 260.00 8,417.00 74.55 9,519.88	-20.00 -260.00	BOWL BEARINGS 1 11/16" 12LH SHFT CPLG C 10"X1.5" RUBBER SPIDER MOBILIZED-PULLED 500' OF TAX
4360 TRAINING 3 /20 09/20/19 21 TOTAL TRAINING	53804	1999 CALIFORNIA RUI	RAL .00	375.00 375.00	.00	SERGIO TAFFOLA-DISTRI
TOTAL WATER			.00	17,688.37	-13,065.64	

RUN DATE 09/27/2019 TIME 08:44:51

PAGE NUMBER: 20 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220 OPERATING SUPPLIES 3 /20 09/20/19 21 63813 TOTAL OPERATING SUPPLIES	6405 EINERSON'S PREPR .00	164.91 164.91	.00 YARD PERMIT APPLICATI
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/20/19 21 63858 3 /20 09/20/19 21 63858 TOTAL PROFESSIONAL CONTRACT SVC	5352 SHRED-IT USA, IN 5352 SHRED-IT USA, IN .00	19.50 30.18 49.68	.00 SHRED-FINANCE .00 SHRED-FINANCE .00
TOTAL UTILITY OFFICE	.00	214.59	.00

PAGE NUMBER: 21 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 050 - WATER BUDGET UNIT - 5208 - WATER MASTER PLAN

ACCOUNT	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 3 /20 09 TOTAL	/20/19 21 9	AL CONTRACT 772 -01 6 AL CONTRACT	3853	0876 QUAD KNOPF,	INC. .00	7,695.45 7,695.45	-7,695.45 -7,695.45	WATER MASTER PLAN
TOTAL	WATER MAST	ER PLAN			.00	7,695.45	-7,695.45	
TOTAL	WATER				.00	25,598.41	-20,761.09	

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 056 - REFUSE BUDGET UNIT - 4256 - REFUSE

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BU	UDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230 REPAIR/MAINT SUPPLIES 3 /20 09/20/19 21 63841 3 /20 09/20/19 21 63841 3 /20 09/20/19 21 63841 3 /20 09/20/19 21 9889 -01 63841 3 /20 09/20/19 21 9889 -01 63841 TOTAL REPAIR/MAINT SUPPLIES	0345 MORGAN & SLATES, 0345 MORGAN & SLATES, 0345 MORGAN & SLATES, 0345 MORGAN & SLATES, 0345 MORGAN & SLATES,	,	32.51 123.75 103.23 202.90 1,139.00 1,601.39	.00 .00 -202.90 -1,139.00	HR FLAT/HR REMNANTS CUT 12'/CUT 8'/CUT 10 HR SHEET BELLY PANS FOR DUMPSTERS BELLY PANS FOR DUMPSTERS
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/20/19 21 63822 3 /20 09/20/19 21 9752 -01 63814 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 9755 -01 63832 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 TOTAL PROFESSIONAL CONTRACT SVC	5814 CITY OF HANFORD 6869 WELLS FARGO BANK 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 0234 KINGS WASTE AND 2653 AMERIPRIDE 2653 AMERIPRIDE	K	3,893.23 700.80 63.56 95.06 16.27 9.77 9.77 78,747.45 65.06 65.06 83,666.03	-700.80 .00 .00 .00 .00 .00 -78,747.45	DISPATCH SERVICE TEMP LABOR BLANKET PO UNIFORM UNIFORM UNIFORM UNIFORM UNIFORM UNIFORM MONTHLY TIPPING FEES UNIFORM UNIFORM
4320 MEETINGS & DUES 3 /20 09/20/19 21 63861 TOTAL MEETINGS & DUES	6759 SWANA	.00	253.00 253.00	.00	MEMBER DUES
TOTAL REFUSE		.00	85,520.42	-80,790.15	
TOTAL REFUSE		.00	85,520.42	-80,790.15	

RUN DATE 09/27/2019 TIME 08:44:51

### TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	
4220 OPERATING SUPPLIES 3 /20 09/20/19 21 63820 TOTAL OPERATING SUPPLIES	0521 GRAINGER	.00	20.61 20.61	.00 SAFETY SIGN	
4230 REPAIR/MAINT SUPPLIES 3 /20 09/20/19 21 63839 3 /20 09/20/19 21 63841 3 /20 09/20/19 21 63820 3 /20 09/20/19 21 63817 TOTAL REPAIR/MAINT SUPPLIES	5333 MEDALLION SUPP 0345 MORGAN & SLATE 0521 GRAINGER 0188 FERGUSON ENTER	ES,	90.43 118.52 118.99 71.56 399.50	.00 3P-240V-40A CB .00 HR SHEET .00 SLEEVE COUPLING INSER .00 G-5BOX VLV BX L/LID .00	
4310 PROFESSIONAL CONTRACT SVC 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63796 3 /20 09/20/19 21 63838 3 /20 09/20/19 21 63832 TOTAL PROFESSIONAL CONTRACT SVC	2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 2653 AMERIPRIDE 5609 LOZANO SMITH, 5814 CITY OF HANFOR		96.11 95.23 92.94 58.62 617.40 3,893.23 4,853.53	.00 UNIFORM/MAT .00 UNIFORM/MAT .00 UNIFORM/MAT .00 UNIFORM/MAT .00 PROFESSIONAL SERVICE .00 DISPATCH SERVICE	
4350 REPAIR/MAINT SERVICES 3 /20 09/20/19 21 9940 -01 63864 TOTAL REPAIR/MAINT SERVICES	0434 TELSTAR INSTRU	IME .00	899.25 899.25	-899.25 BLANKET PO FOR WASTEWATER -899.25	
TOTAL SEWER		.00	6,172.89	-899.25	

PAGE NUMBER: 24 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 060 - SEWER& STORM WTR DRAINAGE BUDGET UNIT - 5305 - WASTEWATER & WATER MASTER

ACCOUNT D	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/	/20/19 21	NAL CONTRACT 9772 -02 6 NAL CONTRACT	53853	0876 QUAD KNOPF,	INC. .00	35,890.38 35,890.38	-35,890.38 -35,890.38	WASTEWATER MASTER PLAN
TOTAL	WASTEWATE	R & WATER MAS	STER		.00	35,890.38	-35,890.38	
TOTAL	SEWER& ST	ORM WTR DRAIN	NAGE		.00	42,063.27	-36,789.63	

PAGE NUMBER: 25 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 085 - PBIA BUDGET UNIT - 4270 - PBIA

ACCOUNT DAT	TE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
3 /20 09/20	)/19 21	L CONTRACT 6 L CONTRACT	53845	5563 RUSTY DEROUIN	.00	300.00 300.00	.00	AUGUST SERVICES
TOTAL PE	BIA				.00	300.00	.00	
TOTAL PE	BIA				.00	300.00	.00	

PAGE NUMBER: 26 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 160 - 2016 BOND FUND BUDGET UNIT - 5202 - TTHM PROJECT

ACCOUNT DATE T	C ENCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
3 /20 09/20/19 2	IONAL CONTRACT SVC 1 63838 IONAL CONTRACT SVC	5609 LOZANO SMITH,	.00	120.05 120.05	.00 PROFESSIONAL SERVICE
TOTAL TTHM PRO	DJECT		.00	120.05	.00

PEI PAGE NUMBER: 27 DATE: 09/27/2019 CITY OF LEMOORE AUDIT11

TIME: 08:44:51 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 160 - 2016 BOND FUND BUDGET UNIT - 5312 - WESTLAKE CANAL DISCHARGE

ACCOUNT	DATE T/C ENCUMBRANC REFERENCE	VENDOR B	UDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 3 /20 09 TOTAL	PROFESSIONAL CONTRACT SVC /20/19 21 63838 PROFESSIONAL CONTRACT SVC	5609 LOZANO SMITH, L	.L .00	156.05 156.05	.00 PROFESSIONAL SERVICE
TOTAL	WESTLAKE CANAL DISCHARGE		.00	156.05	.00
TOTAL	2016 BOND FUND		.00	276.10	.00
TOTAL RE	PORT		.00	340,012.36	-248,422.07

PAGE NUMBER: 1 PEI AUDIT311

DATE: 09/27/2019 TIME: 08:48:42 CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 001 - GENERAL FUND

ACCOUNT DATE	T/C REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020 ACCOUNTS 3 /20 09/20/19 TOTAL ACCOUNTS	21 63810	2399 DEPARTMENT OF JUSTIC	.00	1,283.00 1,283.00	FINGERPRINTS
3 /20 09/20/19	N DEPOSITSPD 21 63810 N DEPOSITSPD	2399 DEPARTMENT OF JUSTIC	1,283.00 1,283.00	.00	FINGERPRINTS
TOTAL GENERAL	FUND		1,283.00	1,283.00	

PAGE NUMBER: 2 PEI CITY OF LEMOORE AUDIT311

DATE: 09/27/2019 TIME: 08:48:42 GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

FUND - 090 - TRUST & AGENCY

ACCOUNT DATE T/C REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020 ACCOUNTS PAYABLE 3 /20 09/20/19 21 63837 3 /20 09/20/19 21 63828 TOTAL ACCOUNTS PAYABLE	T2780 LETICIA LERMA T2781 KERI HODGSON	.00	150.00 250.00 400.00	REFUND VET HALL REFUND CIVIC RENTAL
2300 CUSTOMER DEPOSITS 3 /20 09/20/19 21 63837 3 /20 09/20/19 21 63828 TOTAL CUSTOMER DEPOSITS	T2780 LETICIA LERMA T2781 KERI HODGSON	150.00 250.00 400.00	.00	REFUND VET HALL REFUND CIVIC RENTAL
TOTAL TRUST & AGENCY		400.00	400.00	
TOTAL REPORT		1,683.00	1,683.00	

PAGE NUMBER: 1 PEI DATE: 09/27/2019 CITY OF LEMOORE AUDIT31

TIME: 08:47:44 REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.account between '3000' and '3999' and transact.batch='VM092019' ACCOUNTING PERIOD: 3/20

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

ACCOUNT	DATE	T/C RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION	
3681 3 /20 TOTAL	RECREATI 09/20/19 RECREATI	210	63824	T2779 JASMINE DELC	GADO .00	-120.00 -120.00	REFUND REC DANC	Œ
TOTAL	GENERAL	FUND			.00	-120.00	.00	
TOTAL	GENERAL	FUND			.00	-120.00	.00	
TOTAL RE	PORT				.00	-120.00	.00	