

LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL  
COUNCIL CHAMBER  
429 C STREET  
November 5, 2019

## AGENDA

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

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### PUBLIC COMMENT

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

### 5:30 pm STUDY SESSION

SS-1 U.S Census Bureau (Avalos)

### CLOSED SESSION

1. Conference with Labor Negotiator  
Government Code Section 54957.6  
Agency Designated Representatives: Mary Lerner, City Attorney and Michelle Speer, Assistant City Manager  
Employee Organizations: Lemoore Police Department Professional Services
2. Conference with Legal Counsel – Anticipated Litigation  
Government code Section 54956.9  
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9  
One Case

### ADJOURNMENT

## 7:30 pm REGULAR SESSION

- a. CALL TO ORDER
- b. INVOCATION
- c. PLEDGE OF ALLEGIANCE
- d. ROLL CALL
- e. CLOSED SESSION REPORT
- f. 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 / Presentations

### DEPARTMENT AND CITY MANAGER REPORTS – Section 2

#### 2-1 Department & City Manager Reports

### CONSENT CALENDAR – Section 3

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

- 3-1 Approval – Minutes – Regular Meeting – October 15, 2019
- 3-2 Approval – Real Property Lease Agreement – City of Lemoore and Lemoore District Chamber
- 3-3 Approval – Disposition of Agency Properties listed as APN 024-080-068 (23 acres) and APN 024-080-070 (12 acres) to Siga, LLC for the amount of \$875,000
- 3-4 Approval – Agreement between the City of Lemoore and RWG Law for Special Counsel Services for Financial Matters
- 3-5 Approval – Bid Award – Weed Abatement Services
- 3-6 Approval – Agreement with Loomis for Armored Transport
- 3-7 Approval – Notice of Completion – CIP 5700 – Finance Department Remodel and Addition
- 3-8 Approval – Release of Liability and Indemnity Agreement with Coker Ellsworth
- 3-9 Approval – Budget Fund 020 – Traffic Safety

### PUBLIC HEARINGS – Section 4

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

- 4-1 Public Hearing – Resolution 2019-44 – Tract 839 – Ordering Annexation and Inclusion of an Additional Territory as Zone 10 of Public Facilities Maintenance District No. 1 and Confirming the Diagram and Assessment of Annual Levy for Fiscal Year 2020-2021 for an Additional Territory Annexed to and Included as Zone 10 of Public Facilities Maintenance District No. 1 (Rivera)
- 4-2 Public Hearing – Resolution 2019-45 – Adopting the Initial Study and Mitigated Negative Declaration, Adopting the Mitigation Monitoring and Reporting Program, and Directing the Filing of the Notice of Determination (Rivera)
- 4-3 Public Hearing – Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore, Tom Vorhees and Wellsona Partners, LLC. (Olson)



### NEW BUSINESS – Section 5

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

- 5-1 Report and Recommendation – Resolution 2019-46 – Ratifying the Award of Bid for Construction at the Water Treatment Plants (Rivera)
- 5-2 Report and Recommendation – Resolution 2019-47 – Calling for a Proposition 218 Hearing Regarding Proposed Refuse Rate Adjustments (Champion)
- 5-3 Report and Recommendation – Resolution 2019-48 – Ratifying the Memorandum of Understanding between the City of Lemoore and the Police Professional Services Bargaining Unit (PPSBU) (Speer)
- 5-4 Report and Recommendation – Resolution 2019-49 – Affirming the Engagement of Municipal Advisor and Bond Counsel for Potential Issuances of Water Revenue Bonds, the Solicitation of Private Placement Proposals, the Preparation of Related Documents and Taking Related Actions and the Agreement between the City of Lemoore and RWG Law for Services (Speer)
- 5-5 Report and Recommendation – Bid Award – TTHM Station 7 and 11 – Liquid Oxygen (LOX) Tanks, Equipment, Supply, Repair and Maintenance (Rivera)

### BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

- 6-1 City Council Reports / Requests

### ADJOURNMENT

#### Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, November 19, 2019
- City Council Regular Meeting, Tuesday, December 3, 2019

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the Council Chamber, 429 C Street and the Cinnamon Municipal Complex, 711 W. Cinnamon Drive. Written communications from the public for the agenda must be received by the City Clerk's Office no less than seven (7) days prior to the meeting date. The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. Should you need special assistance, please call (559) 924-6744, at least 4 business days prior to the meeting.

### PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above City Council Agenda for the meeting of November 5, 2019 at City Hall, 429 C Street and 711 W. Cinnamon Drive, Lemoore, CA on October 30, 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: Nathan Olson, City Manager**

**Date: October 24, 2019**

**Meeting Date: November 5, 2019**

**Subject: U.S Census Bureau**

**Strategic Initiative:**

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

**Proposed Motion:**

Information Only.

**Subject/Discussion:**

The United States Census Bureau is a principal agency of the U.S Federal Statistical System, responsible for producing data about the American people and economy. The 2020 census is approaching quickly. It will be the twenty-fourth United States Census. \$675 billion dollars is divided by the Federal Government based on census data. Barbara Martin, Partnership Specialist for the U.S Census Bureau will be presenting on the importance of census participation in 2020.

**Financial Consideration(s):**

Not Applicable

**Alternatives or Pros/Cons:**

Not Applicable.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

*"In God We Trust"*

## Information Only.

**Attachments:**

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

**Review:**

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

**Date:**

10/28/19  
10/30/19  
10/30/19  
  
10/29/19

**October 15, 2019 Minutes  
Lemoore City Council  
Study Session**

**CALL TO ORDER:**

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

**ROLL CALL:** Mayor Pro Tem: PLOURDE  
Council Members: BROWN, LYONS, SCHALDE  
Absent: NEAL

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Lerner; Interim Police Chief Kendall; Parks and Recreation Director Glick; City Clerk Avalos;

**PUBLIC COMMENT**

*There was no Public Comment.*

**SS-1 Kings County Elections – New Voting Equipment (Avalos)**

*Lupe Villa, Registrar of Voters with Kings County presented on Kings County elections statistics and new voting equipment which included:*

- *Registration Statistics*
  - *Kings County currently has 54,163 registered voters*
  - *1<sup>st</sup> Supervisorial District – 9,386*
  - *2<sup>nd</sup> Supervisorial District – 8,032*
  - *3<sup>rd</sup> Supervisorial District – 12,449*
  - *4<sup>th</sup> Supervisorial District – 11,580*
  - *5<sup>th</sup> Supervisorial District – 12,716*
  - *County Political Party Registration*
    - *Republican Party Registration – 21,402*
    - *Democratic Party Registration – 17,703*
    - *No Party Preference Registration – 12,057*
- *Lemoore Registration Statistics*
  - *As of 9/30/2019 the City of Lemoore currently has 11,059 registered voters*
  - *District A – 2,385*
  - *District B – 2,373*
  - *District C – 2,394*
  - *District D – 1,797*
  - *District E – 2,110*
  - *Lemoore Political Party Registration*
    - *Republican Party Registration – 4,517*
    - *Democratic Party Registration – 3,160*
    - *No Party Preference Registration – 2,700*
- *11 polling places in 2016*
- *8 polling places in 2018*

*County staff demonstrated the new voting process on the new Ballot Marking device,*

*Council adjourned to Closed Session at 6:15 p.m.*

**CLOSED SESSION**

1. Conference with Labor Negotiator  
Government Code Section 54957.6  
Agency Designated Representatives: Mary F. Lerner, City Attorney and Michelle Speer, Assistant City Manager  
Employee Organizations: General Association of Service Employees, Lemoore Police Officers Association, Lemoore Police Sergeants Unit, Lemoore Police Department Professional Services, Unrepresented Employees
2. Conference with Legal Counsel – Anticipated Litigation  
Government code Section 54956.9  
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9  
One Case
3. Liability Claim  
Government Code Section 54956.95  
Claimant: Ms. Lindsey Greblo  
Agency Claimed Against: City of Lemoore

*Council adjourned at 7:09 p.m.*

**October 15, 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 Pro Tem: PLOURDE  
Council Members: BROWN, LYONS, SCHALDE  
Absent: NEAL

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Lerner; Public Works Director Rivera; Community Services Director Holwell; Parks and Recreation Director Glick; Interim Police Chief Kendall; Community Services Officer Perez; City Clerk Avalos;

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

*Move item 3-2 to the next meeting.  
Item 3-8 is supposed to be item 3-4.*

**CLOSED SESSION REPORT**

*Nothing to report out of Closed Session.*

**PUBLIC COMMENT**

No Public Comment.

### CEREMONIAL / PRESENTATION – Section 1

#### 1-1 Recognition of Red Ribbon Art Work Design (Smith)

*Interim Police Chief Kendall recognized the Red Ribbon art work design that was created by student Noe Gomez.*

### DEPARTMENT AND CITY MANAGER REPORTS – Section 2

#### 2-1 Department & City Manager Reports

*Parks and Recreation Director Glick informed Council that the Homecoming parade is next Friday on October 25<sup>th</sup>. The Lemoore Rotary Crab Feed is being held on November 2<sup>nd</sup> at the Recreation Center. November 11 is the Veterans Parade and also the Miles for Giles Run.*

*Public Works Director Rivera stated that the Refuse Rate Study Survey has received 570 responses. Staff will be going through responses during the upcoming weeks.*

*City Manager Olson*

*He stated that he will be going out on medical leave the last week of October and Assistant City Manager Speer will be Acting City Manager in his absence.*

### CONSENT CALENDAR – Section 3

3-1 Approval – Minutes – Regular Meeting – September October 1, 2019

~~3-2 Approval – Release of Liability and Indemnity Agreement with Coker Ellsworth~~

3-3 Approval – Amendment No. 8 of the Joint Powers Agreement for the Kings County Area Public Transit Agency (KCAPTA)

3-4 Approval – Denial of Claim for Ms. Lindsey Greblo

*Motion by Council Member Brown, seconded by Council Member Schalde, to approve Consent Calendar, except item 3-2.*

*Ayes: Brown, Schalde, Lyons, Plourde*

*Absent: Neal*

### PUBLIC HEARINGS – Section 4

4-1 Public Hearing – Resolution 2019-42 – Approving the Issuance of the California Municipal Finance Authority Multifamily Housing Revenue Bonds in an Aggregate Principal Amount not to Exceed \$6,000,000 for the Purpose of Financing or Refinancing the Acquisition, Construction, Improvement and Equipping of Cinnamon Villas II Apartments and Certain Other Matters Relating Thereto (Holwell)

Public Hearing opened at 7:48 p.m.

*No one spoke.*

*Public Hearing closed at 7:49 p.m.*

*Motion by Council Member Brown, seconded by Council Member Schalde to approve Resolution 2019-42 the Issuance of the California Municipal Finance Authority Multifamily*

*Housing Revenue Bonds.*

*Ayes: Brown, Schalde, Lyons, Plourde*

*Absent: Neal*

- 4-2 Public Hearing – Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and NHC Lemoore, LLC (Olson)

*Public Hearing opened at 7:54 p.m.*

*No one spoke.*

*Public Hearing closed at 7:55 p.m.*

*Motion by Council Member Brown, seconded by Council Member Lyons to approve the Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and NHC Lemoore, LLC.*

*Ayes: Brown, Lyons, Schalde, Plourde*

*Absent: Neal*

#### NEW BUSINESS – Section 5

- 5-1 Report and Recommendation – Lease Agreement between the City of Lemoore and Kings Community Action Organization (KCAO) (Glick)

*Motion by Council Member Brown, seconded by Council Member Lyons, to approve the Lease Agreement between the City of Lemoore and Kings Community Action Organization (KCAO).*

*Ayes: Brown, Lyons, Schalde, Plourde*

*Absent: Neal*

- 5-2 Report and Recommendation– Side Letter Number 3 between the City of Lemoore and the General Association of Service Employment Unit (GASE) (Speer)

- 5-3 Report and Recommendation – Side Letter Number 3 between the City of Lemoore and the Lemoore Police Officers Association (LPOA) (Speer)

- 5-4 Report and Recommendation– Side Letter Number 1 between the City of Lemoore and the Lemoore Police Professional Services Bargaining Unit (LPPSBU) (Speer)

- 5-5 Report and Recommendation – Side Letter Number 3 between the City of Lemoore and the Lemoore Police Sergeants Unit (LPSU) (Speer)

- 5-6 Report and Recommendation – Resolution 2019-43 – A Resolution between the City of Lemoore and Unrepresented Employees Regarding Health Benefits (Speer)

*Motion by Council Member Schalde, seconded by Council Member Lyons, to approve the side letters for the GASE, LPOA, LPPSBU, LPSU and Resolution 2019-43 for Unrepresented Employees Regarding Health Benefits,*

*Ayes: Schalde, Lyons, Brown, Plourde*

*Absent: Neal*

## CITY COUNCIL REPORTS AND REQUESTS – Section 6

### 6-1 City Council Reports / Requests

*Council Member Brown congratulated Commander Kendall for his promotion. Thanked the Lemoore Police Department and Volunteer Fire Department for all their hard work. Thanked KCAO for all they do for the City and County. Thanked all service organizations. Thursday at 5:30 PM SFKGSA will be holding a board meeting.*

*Council Member Lyons congratulated Mike Kendall. He welcomed NHC to Lemoore. He met Bethany Avila who will be opening a DMV registration business by Savemart.*

*Council Member Schalde congratulated Commander Kendall. On October 10<sup>th</sup> he held a Counsel with Council in the Council Chamber. Five members from the community attended. Thanked the citizens for attending.*

*Mayor Pro Tem Plourde congratulated Commander Kendall for a job well done. He stated that Commander has a lot of work ahead of him including the dispatch center. His promotion will result in promotions throughout the department.*

### ADJOURNMENT

*At 8:31 p.m., Council adjourned.*

*Approved the 5<sup>th</sup> day of November 2019.*

APPROVED:

\_\_\_\_\_  
Edward Neal, Mayor

ATTEST:

\_\_\_\_\_  
Marisa Avalos, City Clerk





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## Staff Report

**Item No: 3-2**

**To: Lemoore City Council**

**From: Nathan Olson, City Manager**

**Date: October 21, 2019**

**Meeting Date: November 5, 2019**

**Subject: Real Property Lease Agreement – City of Lemoore and Lemoore District Chamber of Commerce**

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

**Proposed Motion:**

Terminate any existing lease agreements with the Lemoore District Chamber of Commerce (Chamber) and approve the Real Property Lease Agreement between the City of Lemoore and Chamber and authorize the City Manager or designee to execute same.

**Subject/Discussion:**

The Lemoore Chamber of Commerce previously operated out of the Train Depot building since January 2004. On January 21, 2019 the Train Depot experienced a fire which caused the Lemoore Chamber to be displaced. The Chamber has been temporarily operating out of the second floor of the City Hall building located at 119 Fox Street.

The City of Lemoore Finance Department recently moved over to the Cinnamon Municipal Complex, which left the first floor of City Hall vacant. The City has agreed to lease this property to the Chamber which includes the ground floor offices and common area restrooms, second floor breakroom and conference room. City Hall will provide the Chamber enough space to further public benefit of promoting Lemoore and local events.

**Financial Consideration(s):**

Annual lease payments shall be one dollar (\$1.00).

**Pros/Cons:****Pros:**

- Chamber will be easily accessible by the public.
- City Hall will no longer be vacant.

**Cons:**

- None noted. Mutually beneficial.

**Recommendation:**

Staff recommends termination of existing Chamber lease agreements and approval of the Real Property Lease Agreement between the City of Lemoore and Lemoore District Chamber of Commerce and authorize the City Manager or designee to execute same.

**Attachments:**

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

**Review:**

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

**Date:**

10/28/19  
10/30/19  
10/30/19  
  
10/29/19

**REAL PROPERTY LEASE AGREEMENT  
CITY OF LEMOORE AND LEMOORE DISTRICT CHAMBER OF COMMERCE**

This Lease Agreement is made and entered into effective Nov 6<sup>th</sup>, 2019 (“Effective Date”) between the City of Lemoore, a California municipal corporation and charter city (“City” or “Lessor”) and Lemoore District Chamber of Commerce (“Lessee”), pursuant to the following recitals, which are a substantive part of this Agreement:

**RECITALS**

A. City owns property at 119 Fox Street in the City of Lemoore, as more particularly described and depicted in **Exhibit A** (“Property”). The property consists of the Historic City Hall building, including ground floor offices and common area restrooms, second floor breakroom and conference room.

B. City desires to lease the Property to Lessee for administrative offices to further the non-profit public benefit activity of promoting Lemoore and local events.

C. The lease payments and value of the Property for the purposes of this Agreement is based upon fair market value, and Lessee’s long-term commitment to Lemoore and the Property and maintenance obligations.

NOW, THEREFORE, City and Lessee agree as follows:

**AGREEMENT**

1. Lease of Property. City agrees to lease the Property to Lessee under the following terms.

a. Annual lease payments shall be One Dollar (\$1.00) (“Lease Payments”)

b. The term of the lease (“Lease”) shall be through June 30, 2024. (“Lease Term”). The Lease may be extended on a year to year basis by mutual agreement.

c. Annual Lease payments shall be made on or before thirty (30) days before the Lease Date and on or before 30 days of the Anniversary of the Lease Date (“Anniversary Date”). Payments shall be made in a manner acceptable to City to ensure deposit of U.S. cash funds into City’s designated account by the Lease Date or Anniversary Date.

2. Lease Date. The Lease Date shall commence on November 6, 2019 or on the date Lessor gives Lessee possession of the Property, whichever is sooner.

3. Property Leased AS IS. The Property is leased to Lessee, and Lessee accepts the Property, in its existing “AS IS” condition on the Lease Date. City shall not be required to make or construct any alteration including structural changes, additions or improvements to the Property and shall have no maintenance or repair obligations with respect to the building. Lessee expressly

waives the provisions of sections 1941 and 1942 of the California Civil Code and all rights to make repairs at the expense of City as provided in section 1942 of the Civil Code. Lessee acknowledges that neither City, nor any officer, employee or agent of City has made any representation or warranty with respect to the condition of the Property, the suitability of the Property for the intended use by Lessee, or compliance of the Property with the Americans with Disabilities Act of 1990 (or any accessibility guidelines or other regulations promulgated thereunder). Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind City, and Lessee expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.

- a. Notwithstanding the foregoing, City agrees to do the following:
  - (1) Maintain and repair the outdoor landscaping, parking areas, driveways, pedestrian walkways and lighting.
  - (2) All building exterior maintenance and repair, including the roof, air conditioning system, heating system, plumbing, paint and windows is the responsibility of Lessor.

4. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. Lessee acknowledges that, pursuant to California Revenue and Taxation Code Section 107.6, Lessee's possessory interest in the Property created by this Lease may be subject to property taxation. Lessee shall be solely responsible for any property taxes arising out of Lessee's possessory interest in the Property. Lessee shall pay before delinquency any and all possessory interest taxes and assessments levied against it. On demand by City, Lessee shall furnish City with satisfactory evidence of these payments.

b. Personal Property Tax. Lessee shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Lessee's personal property installed or located in or on the Property, and that become payable during the term of this Lease. On demand by City, Lessee shall furnish City with satisfactory evidence of these payments.

c. Business License Fee. Lessee shall pay before delinquency any and all business license fees that are levied and assessed against Lessee.

5. Use of Property during Lease Term.

a. Purpose. The Property shall be used by Lessee for the operation of the Chamber offices. No other uses shall be permitted on the Property except for incidental or ancillary uses.

b. No Alterations or Improvements. No alterations or improvements shall be made to the Property without the advance and express written consent of City, and upon such terms

and conditions as City may require.

c. Compliance with Laws. Lessee shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities (including the City of Lemoore), relating to Lessee's use and occupancy of the Property, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. Lessee shall not use the Property or permit the Property, or any portion thereof, to be improved, developed, used or occupied in any manner that is in any way in violation of any applicable law or regulation of any federal, state, county, or local government entity.

b. License. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Property, Lessee shall procure and maintain it throughout the term of this Lease.

c. Waste and Nuisance. Lessee shall not use the Property, or allow the Property to be used, in any manner that will constitute a waste, nuisance, or unreasonable annoyance to the neighborhood adjacent to the Property.

d. Maintenance. Except as provided for in Section 3, Lessee, at its sole cost and expense, shall at all times during the term of this Lease keep and maintain the Property in good order and condition, and free from rubbish, all satisfactory to City. The Lessee will be responsible, at the Lessee's expense, for repair and maintenance of the Building in good repair and in a safe, clean, orderly and attractive condition and as necessary for the Lessee's use and occupancy of the Building.

e. All interior maintenance is the responsibility of Lessee. The Property, including all other buildings and structures thereon, shall not be used for displaying signs and notices other than those connected with the business of Lessee contemplated by this Lease. Such notices and signs shall be neat and properly maintained, and shall be in compliance with applicable law and any sign ordinance. Lessee waives any provision of law that may require any duty of repair by City or permit Lessee to make repairs at the expense of City.

6. Utilities. Lessee shall make all arrangements for and pay for all utilities and services furnished to or used by Lessee including, but not limited to, gas, electricity, water, telephone, internet, trash collection and for all connection charges.

7. Indemnification. During the Lease Term, Lessee hereby releases and shall indemnify, hold harmless and defend City and its officials, officers, employees, agents and volunteers from and against all liability, claims, suits, inverse condemnation, taking, damages, losses, costs and expenses, including reasonable attorney's fees, incurred in connection with or arising out of: (1) the use, occupation or control of the Property by Lessee, its agents, employees, invitees, lessees, sub-lessees, or volunteers; (2) any breach of Lessee's performance obligations under this Lease; or (3) any acts, omissions or negligence of Lessee or any person or entity claiming through or under Lessee, or Lessee's agents, employees, contractors, invitees or visitors.

8. Insurance Requirements. Lessee shall procure and maintain for the duration of the

Lease property insurance, at its sole cost and expense, covering the Property during the lease term carry and maintain: (i) comprehensive general liability insurance with coverage in an amount not less than \$1,000,000 combined single limit per occurrence; and (ii) Workers' Compensation insurance in amounts and on terms required by law. The policy of liability insurance shall name the Lessor, its officers, officials, and employees as additional insured's, and shall provide that the insurance shall not be canceled or its coverage materially reduced without at least 30 days' prior written notice to the Lessor. Within 10 days after the Lessee signs this Lease, and, on request of the Lessor's City Manager, at any other time during Lease term, the Lessee shall provide copies of the insurance policies or a certificate evidencing such insurance coverage, all in form reasonably acceptable to the City Manager.

9. Liens and Claims. Lessee shall fully pay for all materials joined or affixed to the Property and pay in full all persons who perform labor thereupon. Lessee shall not suffer any mechanics' or materialmen's liens of any kind to be enforced against the Property for any work done or materials furnished at Lessee's request. If any such liens are filed thereon, Lessee shall remove the same at Lessee's own expense, and shall pay any judgment which may be entered thereon or thereunder. Should Lessee fail, neglect, or refuse so to do, City shall have the right to pay any amount required to release any such liens, or to defend any action brought thereon, and to pay any judgment entered therein; and Lessee shall be liable to City for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or any judgment obtained therefor. City may post and maintain upon the Property notices of non-responsibility as provided by law.

10. Leasehold Encumbrances. Lessee shall not encumber by deed of trust, mortgage or other security instrument, all or a part of City's interest under this Lease without the advance and express written consent of City, and upon such terms and conditions as City may require. Any encumbrance existing as of the Lease Date shall be subject to all covenants, conditions, or restrictions set forth in this Lease and to all rights and interests of City.

11. Successors: Assignment and Subletting. This Lease shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto, but shall not be assigned or subleased by Lessee without the prior written consent of City, which consent may be given or withheld in City's sole and absolute discretion.

12. Bankruptcy. City shall have the right to terminate this Lease by written notice and to take exclusive possession of the Property in the event: (a) Lessee is adjudged a bankrupt; (b) Lessee becomes insolvent; (c) any action or proceeding for debtor relief of Lessee is commenced by Lessee; or (d) Lessee seeks general debtor relief by extrajudicial means.

Receipt of rent or other payments from any person for use of the Property shall not constitute a waiver of City's right to terminate as above set forth. If there are two or more tenants hereunder, or if Lessee is a partnership, City's right to terminate shall arise in the event any one of the tenants or partners is adjudged a bankrupt, becomes insolvent, seeks general debtor relief, or commences or becomes subject to any of the proceedings set forth above.

13. Damage or Destruction of Property. If the Property is damaged or destroyed during a term of this Lease through no fault of Lessee, Lessee may either:

a. Terminate this Lease, and neither party shall be obligated to repair or restore the Property to substantially the same condition as existed immediately prior to the damage or destruction.

b. Request that City restore the Property using City's and Lessee's insurance proceeds. City's maximum responsibility shall be the amount of insurance proceeds. The Lease shall be stayed during any restoration period.

14. Eminent Domain. In the event of the taking or condemnation of all or any part of the Property, compensation to City and Lessee shall be based upon their respective interests in the Property. Calculations shall be made by competent professionals, considering among other factors, how many payments Lessee has made toward the Lease.

15. Default.

a. Lessee's Default. The occurrence of any of the following shall constitute a default by Lessee:

- (1) Failure to pay rent, insurance premiums or taxes, or any other sums due hereunder as a result of Lessee's use of the Property within ten (10) days of the due date;
- (2) Abandonment of the Property;
- (3) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been served upon Lessee;
- (4) Loss of tax exempt status; and
- (5) Ceasing to operate as a chamber of commerce.

b. Notice of Default. Notices given under this section shall specify the alleged default and the applicable Lease provisions and shall demand that Lessee cure the default within thirty (30) days, or quit the Property.

c. Termination. City may terminate this Agreement immediately upon written notice to Lessee if Lessee defaults on any obligation under this Lease and fails to cure such default within thirty (30) days after written notice from City of such default. In the event of termination, City may regain possession of the Property in the manner provided by the laws of unlawful detainer of the State of California in effect at the date of such default. Lessee shall not be entitled to any pro rata return of rent if City terminates this Lease prior to an Anniversary Date.

At City' option, if Lessee has breached this Lease and/or abandoned the Property, this Lease shall continue in effect for so long as City does not terminate Lessee's right to possession, and City may enforce all rights and remedies under this Lease, including the right to recover the rent as it becomes due. Further, City shall be entitled to recover from Lessee damages and to exercise such other rights and remedies as provided to City under the laws of the State of California.

d. Right to Cure at Lessee's Expense. City, at any time after Lessee commits a default, can cure the default at Lessee's cost. If City, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by City shall be due immediately from Lessee to City upon City's written demand for payment to Lessee, and if paid at a later date, shall bear interest at the rate of ten percent (10%) per annum from the date the written demand for payment is sent by City until City is reimbursed by Lessee. The sum, together with interest on it, shall be additional rent.

16. Waiver. No delay or omission in the exercise of any right or remedy of City on any default by Lessee shall impair such right or remedy or be construed as a waiver. City's consent to or approval of any act by Lessee requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act by Lessee. Any waiver by City of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

17. Entry and Inspection of Property. City and its authorized representatives shall have the right to enter and inspect the Property at all reasonable times to perform City Maintenance Obligations, to determine whether the Property is in good condition, and to determine whether Lessee is complying with its obligations under this Lease.

18. Relationship of Parties. City is not, nor shall it become or be deemed to be, a partner or a joint venture with Lessee by reason of the provisions of this Agreement or Lease nor shall this Agreement or Lease be construed to authorize either party to act as the agent for the other.

19. Notice. Any notice, demand, request, consent, approval, or communication ("Notice") that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid registered mail at the address of such party as provided below, or to any such address as such party shall notify the other in writing. Copies of all Notices shall be concurrently served by Email. Notice shall be deemed communicated when received if personally served or three (3) days after mailing if mailed.

20. Effect of Termination of Lease. Termination or expiration of this Lease shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Lease it is provided that anything shall or may be done after termination or expiration hereof.



21. Amendments. This Lease shall not be modified or amended in any way except in writing signed by the parties hereto.

22. Time and Specific Performance. Time and specific performance are of the essence for each provision of this Lease.

23. Interpretation. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

24. Entire Agreement. This Lease contains all the agreements of the parties concerning the subject matter of it and cannot be amended or modified except by a subsequent written agreement.

25. Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

26. Construction. Headings at the beginnings of sections or subsections are solely for the convenience of the parties and are not a part of nor should they be used to interpret this Lease. The singular form shall include the plural, and vice-versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease. All exhibits referred to in this Lease are attached to it and incorporated in it by this reference.

27. Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the party prevailing in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

28. Voluntary Agreement; Authority to Execute. Lessee and City each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective party.

29. Nondiscrimination. Lessee shall be bound by the following nondiscrimination and non-segregation clause:

There shall be no discrimination against or segregation of any person, or group of persons on account of race, color, creed, religion, sex, sexual preference, marital status, ancestry national origin, or any other protected California class of persons, in the use, occupancy, or enjoyment of the Property, nor shall Lessee or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

**CHAMBER OF COMMERCE**

**CITY OF LEMOORE**

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

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

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

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

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

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

\_\_\_\_\_, Lessee Attorney

\_\_\_\_\_, City Attorney

Send notices to:

Send notices to:

*Insert names of persons to receive notices, mailing address, Email address, and phone numbers*

## LEGAL DESCRIPTION

A portion of APN 020-083-008-000 consisting of Lots 17-19 in Block 75 as depicted in the image below as Subject Site.

## KINGS COUNTY ASSESSOR'S MAP

20-08

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY.  
IT IS NOT TO BE CONSTRUED AS PORTRAYING  
LEGAL OWNERSHIP OR DIVISIONS OF LAND FOR  
PURPOSES OF ZONING OR SUBDIVISION LAW.  
MARCH 2015





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

## Staff Report

**Item No: 3-3**

**To: Lemoore City Council**

**From: Nathan Olson, City Manager**

**Date: October 22, 2019**

**Meeting Date: November 5, 2019**

**Subject: Disposition of Agency Properties listed as APN 024-080-068 (23 acres) and APN 024-080-070 (12 acres) to Siga, LLC for the amount of \$875,000 (\$25,000 per acre)**

**Strategic Initiative:**

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

**Proposed Motion:**

Approve the Agreement for Purchase and Sale of Real Property between the City of Lemoore and Siga, LLC for the disposition of real properties listed as APN 024-080-068 and APN 024-080-070 for the amount of \$875,000, and authorize the City Manager or designee to execute the same.

**Subject/Discussion:**

On July 17, 2018 the City of Lemoore purchased 35 acres of land, identified as APN 024-080-068 and APN 024-080-070, from the Lemoore Redevelopment Agency for \$232,275. The City of Lemoore received interest from Siga, LLC to purchase the 35 acres which are vacant properties located South of Idaho Avenue and West of 19<sup>th</sup> Avenue.

A selling price of \$875,000 (\$25,000 per acre) has been negotiated with the buyer. Attached for your consideration is an Agreement for Purchase and Sale of Real Property (Agreement) identifying the terms of the disposition, which include a 30-day escrow and an equal split of the escrow and title fees. Maps of the site are also attached.

**Financial Consideration(s):**

The City must reimburse the Refuse Fund (056) and the Wastewater Fund (060) in the amount of \$232,275, split equally, for the original purchase. The remaining revenues, minus all applicable fees for the sale, are considered a one-time unrestricted revenue to the City's General Fund (001).

**Alternatives or Pros/Cons:**

**Pros:**

- Revenue for the General Fund.
- Economic development is beneficial to the community of Lemoore due to increased revenues to the General Fund, which support public safety and municipal services

**Cons:**

- None noted

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

City's Staff recommends that City Council authorize the sale of the 35 acres and approve the agreement for Purchase and Sale of Real Property between the City of Lemoore and Siga, LLC for the disposition of real property listed as APN 024-080-068 and APN 024-080-070 for the amount of \$875,000, and authorize the City Manager or designee to execute the same.

**Attachments:**

- ☐ Resolution:
- ☐ Ordinance:
- ☒ Map: Maps Identifying 35 Acres
- ☐ Contract
- ☒ Other

List: Agreement for Purchase and Sale of Real Property

**Review:**

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

**Date:**

10/28/19  
10/30/19  
10/30/19  
10/29/19

## **PURCHASE AND SALE AGREEMENT**

(City of Lemoore, Kings County, California APNs: 024-080-068 and 024-080-070)

This PURCHASE AND SALE AGREEMENT (“Agreement”), dated for reference purposes only as of November 6, 2019, is by and between the City of Lemoore, a municipal corporation (“Seller”), and SIGRA LLC (“Purchaser”), with reference to the following facts. Seller and Purchaser are referred to herein individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

A. Seller is the fee owner of approximately acres (35) acres of vacant real property located at south of Idaho Avenue and West of 19<sup>th</sup> Avenue (Assessor’s Parcel Numbers: 024-080-068 and 024-080-070) Kings County, California, more particularly described in the Legal Description attached hereto as Exhibit A, and incorporated herein (“Property”); and all rights, privileges, easements and appurtenances to the Property, if any, including, without limitation, all of Seller’s right, title and interest, if any, in and to all minerals, oil, gas and other hydrocarbon substances, development rights and water stock relating thereto; and all of Seller’s right, title and interest in and to any easements and other appurtenances used or connected with the beneficial use or enjoyment of the Property together with Seller’s interest in and to any architectural, site, landscaping, or other permits, applications, development rights or agreements, licenses, approvals, certificates, authorizations and other entitlements, will serve letters, transferable guarantees and warranties covering the Property, all contract rights (including rights under Service Contracts as hereinafter defined, if any), books, records, reports, test results, environmental assessments, as-built plans, specifications and other similar documents and materials relating to the use or operation, maintenance or repair of the Property or the construction or fabrication thereof, and all transferable utility contracts relating to the Property, to the extent assignable and accepted by Purchaser.

B. Seller desires to sell, and Purchaser desires to purchase the Property for the purpose of putting them to a government use, on the terms and conditions set forth below.

### **TERMS & CONDITIONS**

In consideration of the foregoing recitals, which are hereby incorporated by this reference, and of the covenants and provisions contained in this Agreement, the Parties agree as follows:

1. **Agreement to Sell and Purchase Property.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the Property, as defined in Section 2 below.

2. **Property.** The “**Property**” shall include the land and all improvements located thereon, if any, as more specifically defined in Exhibit A.

3. **Purchase Price.** The purchase price for the Property (“Purchase Price”) shall be

in the amount of EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$875,000.00), which the Seller and Purchaser agree to be the fair market value of the Property. The Purchase Price shall be paid in cash, by certified check or by wire transfer of immediately available funds, plus or minus closing pro-rations, adjustments, and costs related to the closing.

#### 4. **Closing Deliveries.**

4.1 By Seller. Seller hereby covenants and agrees to deliver or cause to be delivered to Purchaser on the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Purchaser:

4.1.1 Deed. An executed grant deed in the form attached hereto as Exhibit B ("Deed").

4.1.2 Non-Foreign Certification. Seller shall deliver a certification duly executed by Seller under penalty of perjury in the form of, and upon the terms set forth in, the Transferor's Certification of Non-Foreign Status ("FIRPTA Certificate"), setting forth Seller's address and federal tax identification number and certifying that Seller is a "United States Person" and that Seller is not a "foreign person" in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

4.1.3 Closing Statement. An executed settlement statement reflecting the pro-rations and adjustments required under Section 8.

4.1.4 Closing Documents. Any additional tax forms, recordation forms, 1099s or other documents as may be reasonably required to consummate the transaction contemplated by this Agreement.

4.1.5 Cash Pro-rations. The amount, if any, required of Seller under Section 8.

4.2 By Purchaser. Purchaser hereby covenants and agrees to deliver or cause to be delivered on the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the closing for the benefit of Seller:

4.2.1 Purchase Price. Purchaser shall deliver the Purchase Price in accordance with Section 3.

4.2.2 Preliminary Change of Ownership Report. Purchaser shall deliver a Preliminary Change of Ownership Report completed in the manner required in Kings County.

4.3 Additional Closing Items. Each party shall also execute and deliver such other documents, certificates and instruments as may customarily be required in transactions of this type. The items required to be submitted pursuant to this Section and Sections 4.1 and 4.2



are referred to herein collectively as the "Closing Items."

5. **Possession.** Unless this Agreement is terminated pursuant to the terms hereof, the Seller shall deliver and the Purchaser shall accept possession of the Property on the Closing Date, without any rights of tenants or any other party in possession.

6. **Conditions to Closing.** Seller's obligation to sell and Purchaser's obligation to purchase the Property shall be subject to and expressly conditioned upon satisfaction (or waiver) of the following conditions precedent to the Closing set forth in Sections 6.1 through 6.3, which shall be exclusively for the benefit of Seller and Purchaser.

6.1 Financial Information. This is an all cash purchase. This contract is not contingent on financing. No loan is needed to purchase the Property. The offer is NOT contingent on the Purchaser obtaining a loan.

7. **Prorated and Adjusted Items.** The following items shall be prorated and/or adjusted using a 365-day year as follows:

7.1 Taxes. Escrow is not to be concerned with proration of Purchaser's taxes for the current fiscal year. Purchaser is a public agency and therefore exempt from the payment of property taxes. Purchaser shall be responsible for all applicable prorated taxes once Purchaser obtains title to the Property.

7.2 Other Costs. Seller shall pay all water, sewer, telephone, and all other applicable utility charges incurred on or before the Closing Date with respect to the Property. After the Closing, Purchaser shall pay all such charges. Seller shall pay the applicable transfer taxes, the cost of recording any curative instruments and the cost of a CLTA standard coverage owner's title policy. Purchaser shall pay the cost of recording the Deed conveying title to the Property, the costs associated with Purchaser's financing, the cost of any extended coverage or ALTA owner's title policy and the cost of any title endorsements. Escrow fees shall be shared equally by the parties. Each party shall pay its own legal fees.

8. **Default.**

8.1 PURCHASER'S DEFAULT. IF PURCHASER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY UNCURED MATERIAL DEFAULT OF PURCHASER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO PURCHASER. PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF SUCH DEFAULT BY PURCHASER, AND AGREE THAT THE DEPOSIT (ONE PERCENT OF THE PURCHASE PRICE) (INCLUDING ALL INTEREST ACCRUED THEREON) IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT PURCHASER BREACHES THIS AGREEMENT BY DEFAULTING IN THE COMPLETION OF THE

PURCHASE, THE DEPOSIT (INCLUDING ALL INTEREST ACCRUED THEREON) SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY PURCHASER TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY. EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 24 AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT, SELLER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST PURCHASER WHICH SELLER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY PURCHASER. THE PAYMENT OF THE DEPOSIT (INCLUDING ALL INTEREST ACCRUED THEREON) AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SELLER'S INITIALS: \_\_\_\_\_ PURCHASER'S INITIALS: \_\_\_\_\_

9. **Closing.** Consummation of this sale and purchase ("Closing") shall take place within thirty (30) days following the Opening of Escrow, or as it may be extended by one or more Extend Contingency Periods, unless this Agreement has been duly and timely terminated pursuant to the provisions of this Agreement. Closing shall take place at the offices of the Escrow Holder and coordinated through their affiliate offices. As used herein, "Closing Date" means the date and time on which the Deed is recorded in the Official Records of the County.

9.1 Outside Closing Date. In no event shall the Closing occur later than one hundred twenty (120) days following the Opening of Escrow (the "Outside Closing Date").

10. **Pre-Closing Covenants.** Seller shall between the date hereof and the Closing Date, unless otherwise consented to in writing by Purchaser:

10.1 Maintain the Property in compliance with all applicable laws and in its present condition, reasonable wear and use excepted.

10.2 Not suffer or permit any new easements, encumbrances, liens or security interests to attach to the Property, or transfer or convey the Property or any portion or portions of the Property.

10.3 Not enter into or amend any contracts or agreements pertaining to the Property, which would survive the Closing and be binding upon Purchaser.

11. **Risk of Loss.**

11.1 Condemnation. If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain with respect to the Property or any portion of the Property, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding ("Condemnation") and if such Condemnation would materially and adversely affect the use or

operation of the Property, have the effect of decreasing the square footage of the buildable area at the Property, or reduce or eliminate access to the Property, then Purchaser may either (a) terminate this Agreement, or (b) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Purchaser will be entitled to keep, all awards for the Condemnation that accrue to Seller; provided, however, if any award is rendered specifically to compensate Seller for Seller's lost goodwill, such an award shall belong to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Purchaser's written consent. Seller must notify Purchaser of any notice of Condemnation of all or any portion of the Property within five (5) days after the receipt of such notice, and Purchaser must exercise its option(s) as provided in this Section within fifteen (15) days after receipt of such notice. If necessary, the Closing Date will be extended to give Purchaser the full 15-day period to make such election. Notwithstanding the foregoing, if any condemnation action is commenced prior to the Closing Date, Purchaser shall have the right to terminate this Agreement and to receive the return of the Deposit.

11.2 Damage and Destruction. If before the Closing Date any damage or destruction of the Property, or any portion of it, occurs, then within three (3) days after determination of the amount of the Insurance Proceeds (defined below) to be received with respect to such loss, Purchaser must elect, by written notice to Seller, either to: (a) terminate this Agreement (in which event the Deposit, and all accrued interest thereon, shall forthwith be returned to Purchaser and thereupon neither party shall have any further rights or obligations hereunder); or (b) receive an assignment of the Insurance Proceeds with respect to such loss and proceed to Closing without any reduction in the Purchase Price (in which event the Closing shall occur within thirty (30) days after such election). If Purchaser shall fail to provide such written notice of election within ten (10) days after determination of the amount of the Insurance Proceeds to be received with respect to such loss, then Purchaser shall be deemed to have elected to terminate this Agreement. As used herein, "Insurance Proceeds" means the proceeds from any and all insurance maintained by Seller with respect to the Property and/or to such loss, including without limitation fire and casualty and liability insurance.

12. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser that, to Seller's actual knowledge, except as set forth or otherwise disclosed in this Agreement, or in any exhibit to this Agreement, or in any schedule of exceptions attached to this Agreement:

12.1 This Agreement has been duly authorized and executed on behalf of Seller. As of the Opening of Escrow, this Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms. As of the Opening of Escrow, Seller has obtained all consents, releases and permissions and has given all required notifications related to the transaction herein contemplated and required under any covenant, agreement, encumbrance, law or regulation to which Seller is a party or by which Seller is bound.

12.2 Seller is the fee simple owner of the Property. Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer or otherwise dispose of any portion or portions of the Property.

12.3 Seller has not received notice of violation of any applicable law, ordinance, regulation, order or requirement relating to Seller's operation or use of the Property.

12.4 To Seller's actual knowledge: (i) neither the Property nor any part thereof is in breach of any environmental laws; (ii) no part of the Property has ever been used as a landfill, dump, toxic waste disposal site or storage area; (iii) there are no underground storage tanks at the Property, or, with respect to removed tanks, at the time of removal, any contaminated soil was removed; and (iv) the Property free of any Hazardous Materials that would trigger response or remedial action under any environmental laws or any existing common law theory based on nuisance or strict liability. This warranty is limited to matters of which Seller has actual knowledge, and Purchaser acknowledges that Seller has not made any affirmative investigation as to environmental issues affecting the Property in connection with this Agreement. As used in this Agreement, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

12.5 There is no litigation pending or to the actual knowledge of Seller, threatened, against or by Seller or the Property which relates to, or if decided adversely, could have a material adverse effect upon, the Property (including condemnation or similar proceedings).

12.6 Except as disclosed in writing to Purchaser by Seller as part of the Materials, there are no leases, licenses or other occupancy or use agreements, written or oral, in effect in which Seller has granted any party rights to possession or use of the Property or any portion thereof, nor has Seller given any party an option or right of first refusal to purchase any portion of the Property.

12.7 Except as disclosed in writing to Purchaser by Seller as part of the Materials, the Property is not subject to any operating, maintenance or repair contract or other agreements that will bind the Property or Purchaser after the Closing ("Service Contracts").

12.8 Except as disclosed in the Materials, Seller has no actual knowledge of any violations of health, environmental or other applicable law, ordinance, code, order or regulation in any respect with regard to the Property.

12.9 Seller is not aware of any inaccuracy or incompleteness of any of the documents, materials or reports contained in the Materials.

12.10 To Seller's actual knowledge and except for matters of record as of the date hereof, there are no bonds or assessments or charges for any public improvements or

utilities made against the Property which remain unpaid (or which will remain unpaid by Seller as of the Closing Date).

12.11 No representation, statement or warranty by Seller contained in this Agreement or in any exhibit attached hereto contains or will contain any untrue statements or omits, or will omit, a material fact necessary to make the statement of fact therein recited not misleading. If, after Seller's execution hereof and prior to the Closing, any event occurs or condition exists of which Seller becomes aware which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Purchaser in writing.

All representations and warranties contained in this Agreement shall be deemed remade as of the Closing Date, except in the event of a change in circumstances not within the control of Seller affecting any representations or warranties set forth herein, in which case Seller shall provide written notice to Purchaser regarding such changed circumstances within a reasonable time following such change (not to exceed five (5) Business Days following the date the City Manager/City Clerk obtains actual knowledge of the changed circumstance), and prior to the Closing. As used herein, "actual knowledge" of Seller refers to the actual knowledge of Seller's employees and agents directly involved in the negotiation and/or drafting of this Agreement, those responsible for the acquisition or maintenance of the Property and the City Clerk.

13. **Assignment.** This Agreement shall not be assigned by any party hereto to any person or entity without the express written consent of Seller. In the event of an assignment of Purchaser's interests under this Agreement, the assignee shall agree in writing to assume and be bound by the terms and provisions hereof, in which event any assignment will not release Purchaser from any of its obligations hereunder, until the Closing at which point Purchaser's assignee shall be responsible for all obligations of Purchaser hereunder.

14. **Business Days.** As used herein, the term "Business Days" refers to Monday through Friday, excluding holidays on which the City of Lemoore or Buyer are closed for business.

15. **Binding Effect.** The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

16. **Brokers.** Purchaser and Seller each represents and warrants to the other that it has not engaged the services of any real estate broker, salesperson, agent or finder, nor done any other act nor made any statement, promise or undertaking, which would result in the imposition of liability for the payment of any real estate brokerage commission, finder's fee or otherwise in connection with the transaction described in this Agreement. In the event that any person or entity perfects a claim for a brokerage commission, finder's fee or otherwise, based upon any agreement, statement or act, the Party through whom such person or entity makes such a claim shall be responsible therefor and shall defend, indemnify and hold the other Party and the property harmless from and against such claim and all loss, costs and expense associated therewith, including attorneys' fees.

17. **Integration; Merger; Amendment; Survival of Representations.** Seller and

Purchaser have not made any covenants, warranties or representations not set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties. Except as otherwise provided herein, all representations, warranties and covenants set forth in this Agreement shall survive closing. This instrument shall as to all prior drafts or forms exchanged between the parties or executed by the parties, be the sole effective instrument between them as to the provisions set forth in this Agreement. None of the terms and provisions hereof shall be altered or amended unless in writing and signed by the parties.

18. **Execution in Counterparts and by Fax/Email.** This document may be validly executed and delivered by facsimile transfer/e-mail and/or portable document format (collectively, "Electronic Copy"). Any signer who executes this document and transmits this document by Electronic Copy intends that the Electronic Copy of their signature is to be deemed an original signature for all purposes. Any such Electronic Copy printout and any complete photocopy of such Electronic Copy printout are hereby deemed to be an original counterpart of this document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. **Notices.** All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission or email, or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, one (1) Business Day after depositing with an overnight air courier, or five (5) Business Days after depositing in the mail immediately, upon transmission (as confirmed by electronic confirmation of transmission generated by the sender's machine) for any notice given by facsimile or email:

If to Purchaser: Sibra, LLC  
2340 Powell Street  
Emeryville, CA 94808

If to Seller: City of Lemoore  
711 W. Cinnamon Drive, Lemoore, California 93245  
Attn: City Manager  
Phone: (559) 924-6744  
Email: citymanager@Lemoore.com

with a copy to: Mary Lerner, City Attorney  
Lozano Smith LLP  
7404 North Spalding  
Fresno, CA 93720-3370  
Email: mlerner@lozanosmith.com

20. **Governing Law.** This Agreement shall be construed according to the laws of the State of California.

21. **Attorney's Fees.** In the event any action or suit is brought by a party hereto

against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, expert witness fees, accounting and engineering fees, and any other professional fees resulting therefrom.

22. **Expenses.** Seller and Purchaser shall pay their respective expenses, legal fees and costs in connection with the preparation of this Agreement and other agreements and documents related to this Agreement and the transactions contemplated herein.

23. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

24. **Construction.** In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates

25. **Qualification; Authority.** Each individual executing this Agreement on behalf of a party which is an entity, represents, warrants and covenants to the other party that (a) such person is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (b) such entity is bound under the terms of this Agreement.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile or e-mailed PDF copy of such execution shall be deemed an original.

27. **Miscellaneous.**

27.1 Execution of Documents. The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

27.2 Inducement. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

27.3 Incorporation of Exhibits. The exhibits attached hereto are incorporated herein by reference.

27.4 Relationship of Parties. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

27.5 Survival of Warranties. It is the express intention and agreement of the parties to this Agreement that all covenants, representations and warranties made by Seller in this Agreement shall survive this Agreement, the recordation of the Deed and the Closing for a period of twelve (12) months.

27.6 Limitation of Liability. The parties agree that neither the holders of beneficial interests nor the trustees, officers, members, employees or agents of either party or any assignee or affiliate of either party shall be personally liable under the Agreement and all parties hereto shall look solely to the assets of the entity, for the payment of any claim or the performance of any obligation of either under this Agreement.

27.7 Force Majeure. If either Party is delayed or prevented from performing any act required in this Agreement by reason of any event beyond the reasonable control of either Party, including without limitation, by labor disputes, fire, unusual delay in deliveries, weather or acts of God, terrorism, delay in the issuance of permits or approvals, acts of governmental entities, unavoidable casualties or any other such causes beyond such Party's control, then the time herein fixed for completion of such obligation(s) shall be extended by the number of days that such Party has been delayed.

28. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

29. **1031 Exchange.** Both Seller and Purchaser agree to reasonably cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange.

30. **Independent Review.** The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement. The Parties acknowledge that the terms of this Agreement have been read and fully explained and that those terms are fully understood and voluntarily accepted.

31. **Voluntary Agreement.** The Seller and Purchaser represent that they have read this Agreement in full and understand and voluntarily agree to all of its provisions. Both the Seller and Purchaser further declare that, prior to signing this Agreement, they availed themselves of relevant data, through sources of their own selection, including a legal representative, in deciding whether to execute this Agreement.

32. **Entire Agreement.** This Agreement constitutes the final agreement between the



Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

33. **Amendments.** This Agreement may not be amended or modified except in writing signed by each of the Parties to the Agreement.

34. **Third Parties.** This Agreement does not and is not intended to confer any rights or remedies upon any party other than the Parties.

35. **Interpretation.** This Agreement shall be construed as to its fair meaning and not strictly for or against either Party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**SELLER:**

Sigra,  
a Limited Liability Corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

**PURCHASER:**

CITY OF LEMOORE,  
a California municipal corporation

\_\_\_\_\_  
Nathan Olson, City Manager

**ATTEST:**

\_\_\_\_\_  
Marisa Avalos, City Clerk

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LEMOORE,  
KINGS COUNTY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

APN: 024-080-068

APN: 024-080-070

Conveniently located  
Southeast of State Routes 41 and 188  
July 2018 – Not to Scale



**EXHIBIT B**  
**GRANT DEED**

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

APN: 024-051-030-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
EXEMPT FROM RECORDING FEE PER GOV. CODE § 27383

### GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, TDH Land & Cattle LLC ("Grantor"), hereby grants to the CITY OF LEMOORE, a California municipal corporation ("Grantee"), all of its respective rights, title, and interest in the real property hereinafter referred to as the "Property" in the City of Lemoore, Kings County, State of California, as more particularly described in Attachment 1 attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf as of the date written below.

Dated: \_\_\_\_\_

**GRANTOR**

Sigra,  
a Limited Liability Corporation,

\_\_\_\_\_, Its \_\_\_\_\_

Dated: \_\_\_\_\_

**GRANTEE**

CITY OF LEMOORE,  
a California municipal corporation,

\_\_\_\_\_  
Nathan Olson, City Manager

ATTEST:

\_\_\_\_\_  
Marisa Avalos, City Clerk

**Attachment 1 to Grant Deed  
Legal Description of the Property**

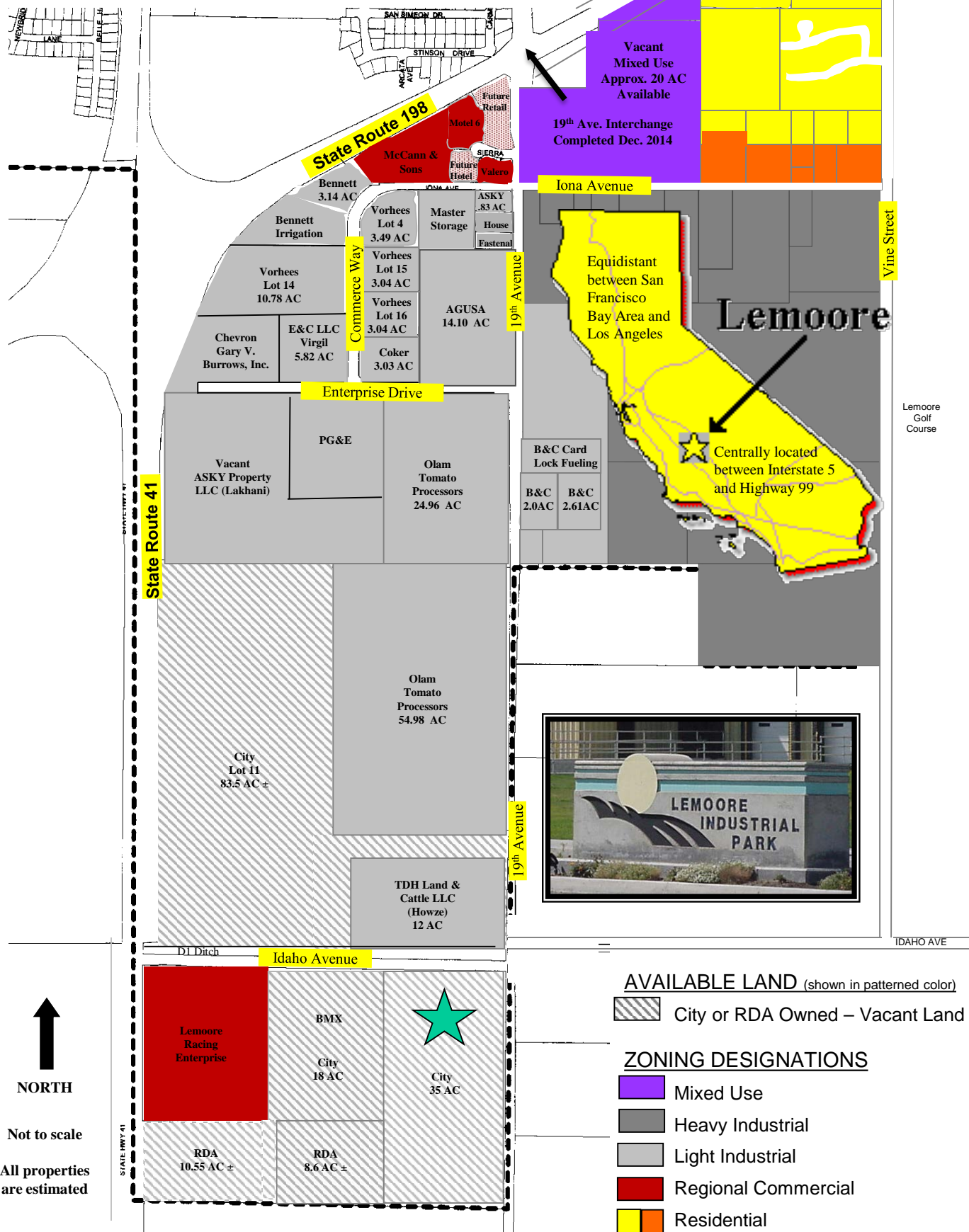
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LEMOORE,  
KINGS COUNTY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

APN: 024-080-068

APN: 024-080-070

**Conveniently located**  
**Southeast of State Routes 41 and 198**  
 July 2018 – Not to Scale

July 2018 – Not to Scale







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

## Staff Report

**Item No: 3-4**

**To: Lemoore City Council**  
**From: Michelle Speer, Assistant City Manager / Administrative Services Dir.**  
**Date: October 18, 2019 Meeting Date: November 5, 2019**  
**Subject: Agreement between the City of Lemoore and RWG Law for Special Counsel Services for Financial Matters**

**Strategic Initiative:**

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

**Proposed Motion:**

Approve the agreement between the City of Lemoore and RWG Law for special counsel services related to financial matters and authorize the City Manager to sign the agreement.

**Subject/Discussion:**

The City of Lemoore frequently conducts business of a financial nature. On occasion, the City requires legal guidance on issues related to financial decisions. Upon the recommendation of the City Attorney, the City has received a proposal for special counsel services for financial matters. RWG Law is familiar with the City of Lemoore, having assisted with the 2019 Water Series Bond, and served as counsel for the City of Lemoore Successor Agency.

The services provided by RWG Law will be specific to items related to financial matters. The City Attorney will continue to review items for Council.

**Financial Consideration(s):**

The cost to provide services shall not exceed \$10,000 for Fiscal Year 2020. Costs for services are included in the current annual operating budget as legal services expenditures.

**Alternatives or Pros/Cons:**

City Council may choose not to authorize the contract for special counsel services. However, the special counsel services are in the best interest of the City, as RWG is a subject matter expert on issues of municipal finance.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends City Council approve the agreement for special counsel services and authorize the City Manager to execute the contract.

**Attachments:**

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other
  - List: Agreement
  - Fee Letter

**Review:**

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

**Date:**

- 10/28/19
- 10/30/19
- 10/30/19
- 
- 10/29/19

## SPECIAL COUNSEL SERVICES AGREEMENT

This Special Counsel Services Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2019, by and between the CITY OF LEMOORE, a public body, corporate and politic (the “CITY”), and RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION (the “Law Firm”).

### **WITNESSETH:**

**WHEREAS**, the City desires to engage the Law Firm to provide special legal services assistance for finance-related matters; and

**WHEREAS**, the Law Firm warrants and represents that it possesses the skills, qualifications, experience and resources necessary to render said assistance as hereinafter provided.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Section 1.     **Services.** The Law Firm shall provide services to the City as described in the proposal attached hereto as Exhibit A and incorporated herein by this reference (herein referred to as the “Proposal”). The Law Firm’s service pursuant to this Agreement shall be performed in a professional, ethical manner.

Section 2.     **Payment.**

A.           Except as otherwise provided in Section 12 of this Agreement, the City shall pay the Law Firm as consideration for services satisfactorily rendered pursuant to this Agreement a fee in accordance with the Proposal.

B.           The City shall be obligated to reimburse the Law Firm for reasonable costs or expenses incurred by the Law Firm in connection with the services outlined on the Proposal.

Section 3. **Amendment.** The terms of this Agreement can only be amended by written Agreement between the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement

Section 4. **Assignment.** The Law Firm shall not assign or transfer its interest in this Agreement without the prior written consent of the City Attorney.

Section 5. **Compliance With Applicable Laws; Licenses.** In performance of this Agreement, the Law Firm shall abide by and conform to any and all applicable laws of the United States, the State of California, and the ordinances and policies of the City of Lemoore. The Law Firm represents that it possesses any and all licenses required under state or federal law to perform the work contemplated by this Agreement and that the Law Firm shall maintain all appropriate licenses during the performance of this Agreement.

Section 6. **Capacity as an Independent Contractor.** Performance of the Law Firm's services pursuant to this Agreement shall be in the capacity of an independent contractor and not as an officer, agent, or employee of the City. The City shall have the right to control the Law Firm only insofar as the result of the Law Firm's services rendered pursuant to this Agreement. The City shall not have the right to control the means by which the Law Firm accomplishes services rendered pursuant to this Agreement. The Law Firm shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. The Law Firm shall have no authority, express or implied, to bind the City to any obligation whatsoever.

Section 7. **Conflict of Interest.** It is recognized that the Law Firm may have clients who may, from time to time, have interests adverse to the City. Accordingly, the Law Firm reserves the right to represent such clients in matters not connected with matters assigned the Law Firm by the City or its City Attorney. Should the Law Firm represent a client who may have interests adverse to City during performance of this Agreement, the Law Firm shall immediately, but in no event more than ten days upon becoming aware of said possible adverse interest, provide written notice to the City of the possible adverse interest. The Law Firm agrees to comply with any obligations pursuant to California Government Code Section 87100 *et seq.* Moreover, the Law Firm agrees that it shall not make, participate in the making, or in any way attempt to use its position as a Law Firm to influence any decision of the City in which the Law Firm knows or has reason to know that the Law Firm, its officers, shareholders, or employees have a financial interest as defined in Section 87103 of the Government Code.

Section 8. **Indemnification.** The Law Firm agrees to indemnify, defend and hold harmless the City of Lemoore and their respective officers, elected officials and employees from all claims, demands, actions, or damages of any kind or nature to the extent caused by the Law Firm's wrongful or negligent performance of services under the terms of this Agreement, and excepting those claims, demands, actions or damages that arise out of the negligence or wrongful conduct of the City of Lemoore, or their respective officers, agents or employees.

Section 9.      **Insurance.** The Law Firm shall carry insurance as set forth in Exhibit B.

Section 10.      **Notices.** Notices and communications concerning this Agreement shall be sent to the following addresses:

City of Lemoore  
119 Fox Street  
Lemoore, CA 93245  
Attn: Nathan Olson, City Manager

Richards, Watson & Gershon,  
A Professional Corporation  
355 South Grand Avenue, 40<sup>th</sup> Floor  
Los Angeles, CA 90071-3101  
Attn: William L. Strausz,  
Public Finance Department Chair

Section 11. **Equal Employment Opportunity.** The Law Firm shall not discriminate on the basis of any protected class under federal or State law in the provision of the services pursuant to this Agreement or with respect to any of the Law Firm's employees or applicants for employment. The Law Firm shall ensure that any subcontractors are bound to this provision. A protected class includes , but is not necessarily limited to, race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Section 12. **Termination.** Subject to the applicable provisions of the Rules of Professional Conduct of the State Bar of California, the City or the Law Firm may terminate this Agreement with or without cause at any time by giving not less than five days written notice of termination to the other party. The City shall pay the Law Firm for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with the compensation section of this Agreement. The City shall not be liable for any claim of lost profits.

Section 13. **Miscellaneous.**

A.      **Governing Law.** The parties hereby agree that this Agreement is to be enforced in accordance with the laws of the State of California.

B.      **Integration.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless such agreement is in writing and signed by both parties. Any work performed that is inconsistent with or in violation of the provisions of this Agreement, shall not be compensated. To the extent that there is any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of any exhibit attached hereto, the terms and provisions of this Agreement shall control and govern the rights and obligations of the parties.

C.      **Order of Precedence.** In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by

reference, the terms of this Agreement shall strictly prevail.

D. Authority. The Law Firm and the Law Firm's signatories further represent that the signatories hold the positions set forth below their signatures and that the signatories are authorized to execute this Agreement on behalf of the Law Firm and to bind the Law Firm hereto.

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

RICHARDS, WATSON & GERSHON,  
A Professional Corporation

CITY OF LEMOORE

By: \_\_\_\_\_  
Name: Kayser O. Sume  
Title: Chairman and Secretary

By: \_\_\_\_\_  
Name: Nathan Olson  
Title: City Manager

By: \_\_\_\_\_  
Name: William L. Strausz  
Title: Shareholder

**EXHIBIT “A”**

**LAW FIRM’S PROPOSAL**

[attached]

## **EXHIBIT “B”**

### **INSURANCE REQUIREMENTS**

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

a. Minimum Limits of Insurance. The Law Firm shall maintain limits no less than:

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

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

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

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

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

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

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



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

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice: (i) 10 days in advance in the event of cancellation due to non-payment of premium, and (ii), in all other instances, at least 30 days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

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

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

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

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

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



Teresa Ho-Urano

T 213.253-0277  
F 213.626.0078  
E [tho-urano@rwglaw.com](mailto:tho-urano@rwglaw.com)

355 South Grand Avenue  
40th Floor  
Los Angeles, CA 90071-3101  
[rwglaw.com](http://rwglaw.com)

October 16, 2019

**VIA E-MAIL**

City of Lemoore  
711 W. Cinnamon Drive  
Lemoore, CA 93245  
Attention: Michelle Speer, Assistant City Manager/Administrative Services Director

Re: City of Lemoore -- Special Counsel Services for Finance Matters

Dear Michelle:

We are pleased to provide Special Counsel services to assist the City with finance-related matters, to be performed upon the City's request. We appreciate the opportunity.

For such Special Counsel services, we will charge a composite rate of \$275 per hour for attorney work and \$125 per hour for paralegal work; provided, that the aggregate fee to be invoiced pursuant to this engagement shall not exceed \$10,000 without additional prior written authorization by the City Manager. In addition to our fees, we will be reimbursed for expenses incurred by us on your behalf, such as costs of copying documents, travel, and delivery services. The fees quoted in this letter shall not be applicable to Bond Counsel or Disclosure Counsel services for financing transactions, for which we will be engaged through separate agreements with the City.

We will submit our invoice to you on a monthly basis, for any month during which we perform work under this engagement. Before the invoice is sent, we will review it to ensure that the amount charged is appropriate and accurately reflects the services rendered.

The City may terminate our representation at any time. We have the same right, subject to our obligation to provide the City with reasonable notice to arrange alternative representation, should the City require continued representation by counsel. In case of

termination of our engagement, we will be paid all fees and costs incurred prior to the termination.

We appreciate the opportunity to continue working with you and the City. Please do not hesitate to contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Teresa Ho-Urano", with a long horizontal flourish extending to the right.

Teresa Ho-Urano

cc: William L. Strausz

10000-0243\2347379v1.doc



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

## Staff Report

**Item No: 3-5**

**To: Lemoore City Council**

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

**Date: October 24, 2019**

**Meeting Date: November 5, 2019**

**Subject: Bid Award – Weed Abatement Services**

**Strategic Initiative:**

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

**Proposed Motion:**

Award bid to Mark Fernandes Landscape Design for weed abatement services and authorize the City Manager to sign the contract and budget amendment.

**Subject/Discussion:**

On August 6, 2019, City Council authorized city staff to move forward with weed abatement services in order to protect the City from potential fires and provide a cleaner community.

The City solicited bids from qualified contractors for weed abatement services. Bids were opened on October 23, 2019 and were as follows:

Company	Bid
DeAngelo Brothers, llc.	\$112,123.96
Mark Fernandes Landscape Design	\$13,889.00

Staff is recommending the project be awarded to Mark Fernandes Landscape Design, in the amount of \$13,889.00.

**Financial Consideration(s):**

Funds from streets will be moved over to the Fire Budget to fund the project.

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

- Reduces risks of fires
- Provides a cleaner community

**Cons:**

- None noted

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends that the City Council award the bid for the Weed Abatement Services to Mark Fernandes Landscape Design, in the amount of \$13,889.00, and approve the Budget Amendment.

**Attachments:**

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

**Review:**

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

**Date:**

10/28/19  
10/30/19  
  
10/30/19  
10/29/19

Received  
10-18-19 @ P.F.  
9:51 AM

City of

**LEMOORE**

CALIFORNIA

711 W Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003  
Office of the Fire Department

### BID FORM

**Weed Abatement and Debris Removal**  
**Bids due Wednesday, October 23, 2019 by 2:00 PM**

Business Name: DeAngelo Brothers Inc.  
Contractor Name: DBI Services.  
Address: 1459 S. Cucamonga Ave  
City/State/Zip: Ontario, CA 91761  
Phone No: 909-225-2587  
Email: Anthony.Hoag@Dbiservices.com

SITE LOCATION	APN	Amount (\$)
1050 REDWOOD LANE	023-250-061	8,624.92
955 GAYE CIRCLE	023-240-021	8,624.92
669 CHAMPION STREET	023-150-005	8,624.92
839 CHAMPION STREET	023-150-015	8,624.92
843/845 CHAMPION	023-150-016	8,624.92
Union Pacific Railroad	021-050-003	8,624.92
Union Pacific Railroad	021-130-012	8,624.92
Union Pacific Railroad	021-120-009	8,624.92
Union Pacific Railroad	021-240-039	8,624.92
Union Pacific Railroad	021-041-003	8,624.92
Union Pacific Railroad	020-050-002	8,624.92
Union Pacific Railroad	020-050-001	8,624.92
Union Pacific Railroad	020-061-005	8,624.92
Grand Total		112,123.96

I have examined the location listed and my bid is based on the requirements set forth in the accompanying Bid Request letter dated Wednesday, October 3, 2019. All applicable expenses and dump fees are included in the bid I have submitted.

Signed: \_\_\_\_\_

Date: 10/18/19

The results of the Bid Award are expected to be provided by email Monday, October 28, 2019. If your bid is awarded, the City reserves the right to terminate the agreement at any time if the work is not being performed according to the specifications.





711 W Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003  
Office of the Fire Department

## BID FORM

**Weed Abatement and Debris Removal**  
**Bids due Wednesday, October 23, 2019 by 2:00 PM**

Business Name: Mark Fernandez  
Contractor Name: Mark Fernandez Landscape Design  
Address: 1225 N Redington St.  
City/State/Zip: Hanford Ca 93230  
Phone No: 559 707-5318  
Email: markfernandes13.mf@gmail.com  
contractors lic # 1007072

SITE LOCATION	APN	Amount (\$)
1050 REDWOOD LANE	023-250-061	\$ 649
955 GAYE CIRCLE	023-240-021	\$ 850
669 CHAMPION STREET	023-150-005	no bid
839 CHAMPION STREET	023-150-015	\$ 1640
843/845 CHAMPION	023-150-016	\$ 1200
Union Pacific Railroad	021-050-003	\$ 1200
Union Pacific Railroad	021-130-012	\$ 1300
Union Pacific Railroad	021-120-009	\$ 1100
Union Pacific Railroad	021-240-039	\$ 1200
Union Pacific Railroad	021-041-003	\$ 1100
Union Pacific Railroad	020-050-002	\$ 1250
Union Pacific Railroad	020-050-001	\$ 1200
Union Pacific Railroad	020-061-005	\$ 1200
Grand Total		13,889.00

I have examined the location listed and my bid is based on the requirements set forth in the accompanying Bid Request letter dated Wednesday, October 3, 2019. **All applicable expenses and dump fees are included in the bid I have submitted.**

Signed: Mark Fernandez Date: 10-23-19

The results of the Bid Award are expected to be provided by email Monday, October 28, 2019. If your bid is awarded, the City reserves the right to terminate the agreement at any time if the work is not being performed according to the specifications.



## CITY OF LEMOORE BUDGET AMENDMENT FORM

Date: 10/24/2019	Request By: Faith Faria
Requesting Department: Lemoore Volunteer Fire Department	

### TYPE OF BUDGET AMENDMENT REQUEST:

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

### FROM:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
001	4231	4310	\$ 126,000.00	\$ (13,889.00)	\$ 112,111.00

### TO:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
001	4222	4365	\$ -	\$ 13,889.00	\$ 13,889.00

### JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

Budget transfer of funds to pay for Weed Abatement BID for Mark Fernandes Landscape Design

### APPROVALS:

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





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## Staff Report

**Item No: 3-6**

**To:** Lemoore City Council  
**From:** Michelle Speer, Assistant City Manager / Admin. Services Director  
**Date:** October 18, 2019      **Meeting Date:** November 5, 2019  
**Subject:** Agreement with Loomis for Armored Transport Services

**Strategic Initiative:**

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

**Proposed Motion:**

Authorize the City Manager, or designee, to enter into an agreement with Loomis transport for armored car transportation services, and authorize the City Manager or his designee to execute the agreement and the budget amendment.

**Subject/Discussion:**

The Finance department has been utilizing the Lemoore Police Department for transport of finance deposits to the local bank. In an effort to streamline practices, allow for more efficient use of staff time, and provide enhanced safety and security of currency transport, staff is requesting authorization to enter into an agreement with an armored transport company.

The City requested bids from three companies; Loomis, Guarda and Brinks. Only Brinks and Loomis responded. Loomis is the most cost effective option. Annual costs for armored transport will be approximately \$3,000-\$4,000, split between the Utility Billing Department and the Finance Department budgets.

**Financial Consideration(s):**

The cost for armored car transport is not currently included in the annual budget. However, the City is expected to receive larger deposits on a more regular basis, and armored transport is the safest option for delivering funds to the local banking institution.

Additionally, staff time for the Finance Department and the Police Department will be reduced.

**Alternatives or Pros/Cons:**

City Council has the option to deny the agreement for armored car transport; however, it may affect the willingness of the local banking institution to accept the larger deposits.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends City Council authorize the agreement with Loomis, and authorize the City Manager or his designee to execute the budget amendment.

**Attachments:**

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

**Review:**

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

**Date:**

- 10/28/19
- 10/30/19
- 10/30/19
- 
- 10/29/19

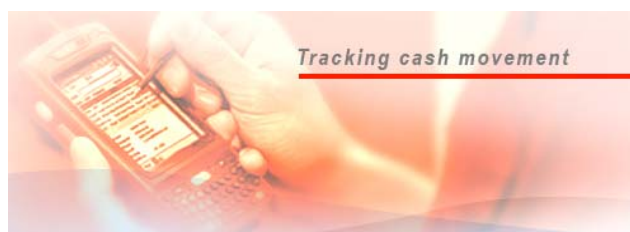


**DATE:** August 22, 2019

**FOR:** City of Lemoore  
711 W. Cinnamon Drive  
Lemoore, CA 93245

**FROM:** **Angela Fennessy**  
Loomis  
(213) 949-0657  
[angela.fennessy@us.loomis.com](mailto:angela.fennessy@us.loomis.com)

**SUBJECT:** Cash-in-Transit Proposal



LOOMIS BRANCH	UNIT # / LOCATION	MAXIMUM LIABILITY COVERAGE	SERVICE FREQUENCY	FEE for SERVICE
1205 - Fresno	City of Lemoore 711 W. Cinnamon Drive Lemoore, CA 93245	100K	1 x week service (Thursday) Does not include Holiday service	\$129.90 per month, plus applicable fees below

**BANK:** Wells Fargo

**PREMISE TIME:** Seven (7) minutes over, chargeable at \$3.00 per minute.

**ITEMS:** Ten (10) items per pick up - Each piece over, chargeable at \$1.50 per item.

**LIABILITY:** \$100,000 per service - Excess liability chargeable at \$0.40 per \$1,000.00 over specified amount.

**Holiday Service:**

\$175 per service. If holiday falls on client's normal day of service and the client requires service to be provided on the next business day or a day that is not a normally scheduled service day there will be an off day charge.

**OFF-DAY RATE:** \$125 / TRIP (for weekly option)

**ANCILLARY FEES:**

Insurance Surcharge – 7% CIT of the total monthly charge

Fluctuating Fuel Fee Matrix (currently 10%) of the monthly charge

Living Wage Surcharge: 11% of the monthly charge

**Contract Term:** Minimum of 1 year.



# CITY OF LEMOORE

## BUDGET AMENDMENT FORM

Date: 10/29/2019	Request By: Michelle Speer
Requesting Department: Finance and Utility Billing	

### TYPE OF BUDGET AMENDMENT REQUEST:

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

### FROM:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
050		1010	Reserves	\$ (2,000.00)	\$ (2,000.00)
001		1010	Reserves	\$ (2,000.00)	\$ (2,000.00)

### TO:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
050	4251	4310	\$ 127,452.00	\$ 2,000.00	\$ 129,452.00
001	4215	4310	\$ 172,416.00	\$ 2,000.00	\$ 174,416.00

### JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

Funds needed for new Armored Transport Contract

### APPROVALS:

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



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## Staff Report

**Item No: 3-7**

**To: Lemoore City Council**

**From: Amanda Champion, Management Analyst**

**Date: October 24, 2019**

**Meeting Date: November 5, 2019**

**Subject: Notice of Completion – CIP 5700 – Finance Department Remodel and Addition**

**Strategic Initiative:**

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

**Proposed Motion:**

Approve the filing of the Notice of Completion for CIP 5700 – Finance Remodel and Addition and authorize the City Manager or his designee to sign document for recordation.

**Subject/Discussion:**

Staff received approval from City Council on March 21, 2019 to award the bid for the Finance Remodel and Addition to Dale Atkins Contractor.

The project has been completed per plans, specifications and change orders. City staff is requesting that City Council approve the Notice of Completion. Approving the Notice of Completion will begin the release process of any retention and bond funds due to Dale Atkins Contractor. The final invoice will be released to the contractor thirty-five (35) days following the recordation of the Notice of Completion, as long as no liens are filed against the contractor during that time.

**Financial Consideration(s):**

The overall cost of this project was \$590,205.07. The final invoice for retention will be withheld until 35 days past Notice of Completion recordation.

**Alternatives or Pros/Cons:**

**Pro:**

- Filing of the Notice of Completion will allow time for creditors to notify the City of unpaid bills and allow for the release of some of the bonds for the Contractor.

**Con:**

- None noted

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends that City Council, by motion, authorize the City Manager or his designee to execute the Notice of Completion.

**Attachments:**

- ☐ Resolution:
  - ☐ Ordinance:
  - ☐ Map
  - ☐ Contract
  - ☒ Other
- List: Notice of Completion

**Review:**

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

**Date:**

- 10/28/19
- 10/30/19
- 10/30/19
- 
- 10/29/19

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

City Clerk  
City of Lemoore  
711 W Cinnamon Drive  
Lemoore, CA 93245

---

No Fee Per Government Code 6103

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Lemoore, 711 W Cinnamon Drive, Lemoore, California, entered into an Agreement April 15, 2019, with DALE ATKINS CONTRACTOR for the FINANCE REMODEL AND ADDITION at 711 W. Cinnamon Drive (APN #023-430-026), Lemoore, in Kings County, California 93245. Such work has been completed and accepted by the City of Lemoore on the 5<sup>th</sup> day of November 2019.

CITY OF LEMOORE

---

Nathan Olson, City Manager

ATTEST:

---

Marisa Avalos, City Clerk

**CERTIFICATE**

STATE OF CALIFORNIA    )  
COUNTY OF KINGS        )   ss.  
CITY OF LEMOORE         )

I, Frank Rivera, am the Public Works Director of the City of Lemoore. I have read the foregoing Notice of Completion and know the contents thereof, and I certify that the same is true of my knowledge except for those matters stated upon information and belief, and as to those matters, I believe them to be true and correct. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019 at Lemoore, California.

---

Frank Rivera  
Public Works Director  
City of Lemoore

**PUBLIC AGENCY ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF KINGS       )   ss.  
CITY OF LEMOORE       )

On \_\_\_\_\_ before me, Marisa Avalos, City Clerk, personally appeared Nathan Olson, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

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

\_\_\_\_\_  
Marisa Avalos, City Clerk

**PUBLIC AGENCY ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF KINGS       ) ss.  
CITY OF LEMOORE       )

On \_\_\_\_\_ before me, Marisa Avalos, City Clerk, personally appeared Frank Rivera, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

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

\_\_\_\_\_  
Marisa Avalos, City Clerk





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## Staff Report

**Item No: 3-8**

**To: Lemoore City Council**

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

**Date: October 8, 2019**

**Meeting Date: November 5, 2019**

**Subject: Release of Liability and Indemnity Agreement with Coker Ellsworth**

**Strategic Initiative:**

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

**Proposed Motion:**

Authorize the City Manager, or designee, to sign the Release of Liability and Indemnity Agreement for usage of the training site on the subject property.

**Subject/Discussion:**

An additional training site is needed to enhance training opportunities for the Lemoore Volunteer Fire Department. Additionally the site may be used as a temporary landing pad for emergency situations when medical evacuation is necessary. The property located at 1156 Commerce Way is an ideal location.

Coker Ellsworth Development LLC, will allow entry to the subject property with a fully executed Release of Liability and Indemnification Agreement in place. The agreement allows the City agencies, such as the Lemoore Volunteer Fire Department and Lemoore Police Department, to enter the property at their own risk and the City assumes all personal and property damage risks associated with its entry.

**Financial Consideration(s):**

None.

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

- Access to a close temporary landing pad for medical evacuation situations.

**Cons:**

- None noted.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends authorizing the City Manager, or designee, to sign the Release of Liability and Indemnity Agreement for usage of the temporary landing pad on the subject property.

**Attachments:**

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

List: Release of Liability Agreement

**Review:**

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

**Date:**

10/28/19  
10/30/19  
10/30/19  
10/24/19  
10/29/19



**WAIVER AND RELEASE OF LIABILITY  
AND INDEMNITY AGREEMENT**

The City of Lemoore (City) understands that its entry on property located at **1156 Commerce Way, Lemoore, CA 93245** (Subject Property) is at our own risk. City assumes all personal and property damage risks associated with its entry.

**Waiver:** In consideration of being permitted to enter Subject Property, the City does hereby release, waive, discharge, and covenant not to sue Coker Ellsworth Development LLC (property owner) from any and all claims or liabilities including but not limited to personal injury, accidents or illnesses (including death), and property loss resulting in personal injury (including death), and property loss arising from City's entry on Subject Property.

**Indemnification and Hold Harmless:** The City also agrees to indemnify and hold harmless Coker Ellsworth LLC, and their officers, employees, agents and volunteers from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of City entry on the Subject Property and to reimburse them for any such expenses incurred by them from City entry on the Subject Property.

**Severability:** The undersigned further expressly agree that the foregoing waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THIS DOCUMENT RELIEVES COKER ELLSWORTH DEVELOPMENT LLC FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY THE CITY'S NEGLIGENCE RELATED TO THE CITY ENTRY ON THE SUBJECT PROPERTY.**

**THE CITY HAS READ THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTANDS THAT IT IS FOREGOING SUBSTANTIAL RIGHTS, INCLUDING ITS RIGHT TO SUE PROPERTY OWNER. THE CITY ACKNOWLEDGES THAT SIGNING OF THE AGREEMENT IS DONE FREELY AND VOLUNTARILY, AND THIS IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY RELATED TO THE CITY ENTRY ON THE SUBJECT PROPERTY TO THE FULL EXTENT ALLOWED BY LAW. NOTWITHSTANDING THE ABOVE, THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT IS INAPPLICABLE TO ANY LIABILITY ARISING FROM THIRD PARTY (SUCH AS THE KINGS COUNTY SHERIFF'S OFFICE) ENTRY ON THE SUBJECT PROPERTY.**

**CITY OF LEMOORE**

**COKER ELLSWORTH DEVELOPMENT LLC**

By: Nathan Olson, City Manager  
Dated: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Dated: \_\_\_\_\_, 2019



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## Staff Report

**Item No: 3-9**

**To:** Lemoore City Council  
**From:** Michelle Speer, Assistant City Manager / Administrative Services Dir.  
**Date:** October 30, 2019 **Meeting Date:** November 5, 2019  
**Subject:** Budget for Fund 020 – Traffic Safety

**Strategic Initiative:**

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

**Proposed Motion:**

Approve a Traffic Safety (Fund 020) budget of \$30,000 for Fiscal Year 2019/2020.

**Subject/Discussion:**

Fund 020 Traffic Safety is comprised of revenues that are received by the City for PC1463 and VC1463 violations. These revenues are restricted and are used exclusively for official traffic control devices, the maintenance thereof, equipment and supplies for traffic law enforcement and traffic accident prevention, and for the maintenance, improvement, or construction of public streets, bridges, and culverts within the city.

The police department uses these funds to purchase items such as stop signs for the crossing guards, Streamlight yellow wands and traffic vests for the VIP (Volunteers in Policing) and to have citation forms printed.

To keep these revenues separate, since they are restricted, staff is recommending that a new budget unit, 4223 PD Traffic Safety, with expenditures be created for such purchases.

**Financial Consideration(s):**

A new \$30,000 budget for fiscal year 2019/2020 would be authorized in Fund 020 for purchases of traffic safety equipment. This will be added to the operating budgets in future fiscal year budgets.

**Alternatives or Pros/Cons:**

**Pro:**

- Keeps restricted revenues separate
- Will not comingle with the general fund

**Con:**

- None noted

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends that City Council approve a Traffic Safety (Fund 020) budget of \$30,000 for Fiscal Year 2019/2020 and authorize the City Manager to sign the budget amendment.

**Attachments:**

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

**Review:**

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

**Date:**

10/30/19  
10/30/19  
10/30/19  
  
10/30/19



## CITY OF LEMOORE BUDGET AMENDMENT FORM

Date:	10/30/2019	Request By:	Michelle Speer
Requesting Department: Police Department			

### TYPE OF BUDGET AMENDMENT REQUEST:

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

### FROM:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
020		1010	Reserves	\$ (30,000.00)	\$ (30,000.00)

### TO:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
020	4223	4220	\$ -	\$ 14,000.00	\$ 14,000.00
020	4223	4330	\$ -	\$ 3,000.00	\$ 3,000.00
020	4223	4825	\$ -	\$ 13,000.00	\$ 13,000.00

### JUSTIFICATION FOR CHANGE/FUNDING SOURCE:


### APPROVALS:

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



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## Staff Report

**Item No: 4-1**

**To: Lemoore City Council**

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

**Date: October 15, 2019**

**Meeting Date: November 5, 2019**

**Subject: Public Hearing – Resolution 2019-44 – Tract 839 - Ordering Annexation and Inclusion of an Additional Territory as Zone 10 of Public Facilities Maintenance District No. 1 and Confirming the Diagram and Assessment of Annual Levy for Fiscal Year 2020-2021 for an Additional Territory Annexed to and Included as Zone 10 of Public Facilities Maintenance District No. 1**

### **Strategic Initiative:**

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

### **Proposed Motion:**

Hold a public hearing on the annexation of Zone 10 of the Public Facilities Maintenance District (PFMD) No. 1, the services and the first annual levy of assessments in the Added Territory. After the public hearing and approval of the property owners, that the City Council, by motion, approve Resolution 2019-44 Ordering the Annexation and Inclusion of an Additional Territory as Zone 10 in PFMD No. 1; and Confirming the Diagram and Assessment of Annual Levy for Fiscal Year 2020-2021 for the Additional Territory Annexed as Zone 10 of PFMD No. 1.

### **Subject/Discussion:**

On September 17, 2019 the City Council approved Resolution 2019-38, “A Resolution of the City Council of the City of Lemoore with 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 Territory for Fiscal Year 2020-2021 and Thereafter.”

In order for the annexation to be approved and the assessments levied on the lots generally located south of Highway 198, north of Iona Avenue and west of Vine Street, the majority of the ballots submitted by property owners within the boundary of the added territory must consent to the annexation and levy of the assessment. Staff has confirmed that ballots have been sent and have been returned by the property owners to the City. Votes will be tabulated during the Council meeting on November 5, 2019. If the ballots submitted, and not withdrawn in favor of the proposed annexation, exceed the assessment ballots submitted and not withdrawn in opposition, then the added territory may be included in the PFMD No. 1, Zone 10. There are 36 homes within Tract 839.

**Financial Consideration(s):**

A maximum assessment of \$497.00 will be applied on an annual per lot basis, beginning in fiscal year 2020-2021, and will be applied to each lot within the newly added territory. It is anticipated that approximately \$17,892 will be collected annually to maintain the road, sidewalks, streetlights, and landscaping.

**Alternatives or Pros/Cons:**

**Pros:**

- Adoption of the resolution will assist in distributing the cost for maintenance of the subdivision to the property owners and not from the City's General Fund.

**Cons:**

- Failure to adopt the resolution would put an additional burden on the general fund or not provide up keep of the PFMD

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends City Council adopt Resolution 2019-44 to annex and include additional territories in Public Facilities Maintenance District No. 1 in the City of Lemoore, and levy and collect annual assessments in such annexed territories for fiscal year 2020-21 and thereafter. Also, authorize and direct the City Clerk to file the Diagram of the PFMD including the Added Territory, and assessments therein, a Notice of Assessment with respect to the Added Territory, and an amended map of the boundaries of the PFMD, incorporating the Added Territory as required by Sections 3110, 3113 and 3114 of the Streets & Highways Codes, with the Kings County Recorder.

**Attachments:**

- ☒ Resolution: 2019-44
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other
- List: Engineer's Report

**Review:**

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

**Date:**

- 10/28/19
- 10/30/19
- 10/30/19
- 
- 10/29/19



**RESOLUTION NO. 2019-44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
(1) ORDERING ANNEXATION AND INCLUSION OF AN ADDITIONAL  
TERRITORY AS ZONE 10 OF PUBLIC FACILITIES MAINTENANCE**

**DISTRICT NO. 1; AND**

**(2) CONFIRMING THE DIAGRAM AND ASSESSMENT OF ANNUAL LEVY  
FOR FISCAL YEAR 2020-2021 FOR AN ADDITIONAL TERRITORY  
ANNEXED TO AND INCLUDED AS ZONE 10 OF PUBLIC FACILITIES  
MAINTENANCE DISTRICT NO. 1**

**WHEREAS**, pursuant to Chapter 10 of Title 7 of the Lemoore Municipal Code, as enacted by Ordinance No. 2006-01 (the “Ordinance”), and according to the procedures in the Proposition 218 Omnibus Implementation Act (Government Code Sections 53750-53753.5, inclusive) (the “Implementation Act”), Article XIII D of the California Constitution (“Proposition 218”) and, to the extent not inconsistent with the Ordinance, the procedures in the State Landscaping and Lighting Act of 1972 (Chapter 2 of Part of Division 15 of the California Streets & Highways Code) (the “Landscaping & Lighting Act”), the City Council of the City of Lemoore declared its intention to form, conducted all proceedings to form and did form Public Facilities Maintenance District No. 1 of the City of Lemoore (the “PFMD”), including different zones therein, and has thereafter levied and collected annual assessments for maintenance, operation, repair and periodic replacement of landscaping, street lights, local streets, parks and other appurtenant facilities and improvements within each zone described as follows:

Plants, shrubbery, trees, turf, irrigation systems, entry monuments, local street maintenance, parks, hardscapes, walls, fencing, street lights and appurtenant facilities in public rights-of-way easements within the proposed boundaries of the PFMD,

(collectively, the “Facilities and Improvements”) which provide particular, distinct special benefits to the various lots and parcels assessed over and above the general benefits conferred on such lots and parcels and the public at large; and

**WHEREAS**, the City has determined that lots and parcels within Tract 839 (Energy Homes), in the City of Lemoore, California (the “Added Territory”), receive such special benefits from the Facilities and Improvements with the Added Territory and therefore should be annexed to and included in the PFMD as Zone 10 thereof, and be subject to levy of annual assessments for the cost of maintenance, operation, repair and periodic replacement of such Facilities and Improvements; and

**WHEREAS**, at the direction of the City Council, the City Engineer has prepared and filed with the City Clerk a report entitled “City of Lemoore, Engineers Annexation Report, Public Facilities Maintenance District No. 1, Annexation of Territory Tract No. 839 as Zone No. 10” dated September 2019 (the “Engineer’s Report”), to which reference is hereby made, which Engineer’s Report contains a description of the existing Facilities and Improvements specially benefiting the lots and parcels within the Added Territory, the boundaries of the Added Territory proposed to be annexed to the PFMD as Zone 10 thereof in these proceedings, the Facilities and Improvements existing in and proposed for the Added Territory, and the general location and proposed assessments on the assessable lots and parcels of land within the Added Territory; and

**WHEREAS**, the City Engineer also has prepared and filed with the City Clerk an amended map of the boundaries of the PFMD, incorporating the Added Territory within the boundaries as Zone 10 of the PFMD, as proposed in these proceedings; and

**WHEREAS**, the proceeds of the annual assessments will be used exclusively to finance the expenses for operation and maintenance of the Facilities and Improvements benefiting the lots and parcels within the Added Territory for the 2020-2021 fiscal year or other fiscal year for which such assessments are levied, which operation and maintenance will provide particular, distinct special benefits to the various lots and parcels in the Added Territory, over and above the general benefits conferred on such lots and parcels and the public at large; and

**WHEREAS**, the amount of the assessment to be levied on each lot or parcel in the Added Territory for the 2020-2021 fiscal year, as proposed in the Engineer’s Report, is proportional to and no greater than the special benefits conferred on such lot or parcel from the maintenance, operation, repair and periodic replacement of the Facilities and Improvements described in the Engineer’s Report; and

**WHEREAS**, after notice by mail to the record owner of all lots and parcels within the Added Territory, as shown in the last equalized assessment roll of the County of Kings, the State Board of Equalization assessment roll or as known to the City Clerk, as required by Streets & Highways Code Section 22588 and Government Code Section 53753, the City Council conducted a public hearing and heard and considered all objections and protests to the proposed assessments; and, at the conclusion thereof, the City Clerk tabulated all assessment ballots submitted and not withdrawn in support of or in opposition to the proposed annexation and assessment of the lots and parcels in the Added Territory, and announced the results; and

**WHEREAS**, the City Council has determined, based on such ballot tabulation, that a majority protest to the proposed annexation and assessment of the lots and parcels within the Added Territory does not exist, in that the assessment ballots submitted and not withdrawn in favor

of the proposed annexation and assessment exceed the assessment ballots submitted and not withdrawn in opposition; and

**WHEREAS**, the City Council has further determined that all of the property owners within the Added Territory either have consented to the annexation to and inclusion in Zone 10 of the PFMD and the levy of the assessments proposed for the 2020-2021 fiscal year or have failed to file a majority protest against the proposed annexation and annual assessment in the manner provided by law;

**THEREFORE**, the City Council of the City of Lemoore resolves, finds and determines as follows:

1. All territories within Tract No. 839, whose boundaries are set forth in the Engineer's Report on file with the City Clerk, are annexed to and made part of City of Lemoore Public Facilities Maintenance District No. 1 as Zone 10 thereof. The map of the boundaries of the PFMD prepared by the City Engineer and showing annexation of the Added Territory as Zone 10 thereof, is hereby approved.
2. The Added Territory, whose boundaries are set forth in the Engineer's Report, will be particularly, distinctly and specially benefited, over and above the general benefits conferred on such territory and the public at large, from maintenance, operation, repair and periodic replacement of the Facilities and Improvements described in the Engineer's Report.
3. The hearing on the annexation of the territory within the Added Territory as Zone 10 of the PFMD and the levy of annual assessments therein, commencing with 2020-2021 fiscal year, was noticed and held in accordance with law.
4. The Engineer's Report, including the diagram of the Added Territory as Zone 10 of the PFMD and the assessment therein of the estimated costs of maintenance, operation, repair and periodic replacement of the Facilities and Improvements contained in the Engineer's Report, and each and every part of the Engineer's Report, is finally adopted, confirmed and approved.
5. The assessment diagram showing the lots and parcels of land within the Added Territory as part of Zone 10 of the PFMD, all as contained in the Engineer's Report, is finally approved and confirmed as the diagram of the lots and parcels within the Added Territory to be assessed to pay the costs of maintenance, operation, repair and periodic replacement of the Facilities and Improvements described in the Engineer's Report.
6. The assessment of the total amount of the costs and the individual assessments thereof on the lots and parcels within the Added Territory in proportion to the direct special benefits to be conferred on each such lot or parcel from maintenance, operation, repair and periodic replacement of the Facilities and Improvements, and of the expenses incidental thereto, as set

forth in the Engineer's Report, is finally approved and confirmed as the assessment for the 2020-2021 fiscal year to pay such costs.

7. The annexation and inclusion of the Added Territory as Zone 10 of the PFMD, and the levy of the annual assessments on all lots and parcels within the Added Territory for fiscal year 2020-2021, as described in the Resolution of Intention and the Engineer's Report, are hereby ordered.
8. The City Clerk is authorized and directed to file the diagram of the PFMD, including the Added Territory as Zone 10 thereof, and assessments therein, as approved and confirmed by the Council and containing all information and statements required by Section 3114 of the Streets & Highways Code, with the Kings County Recorder immediately after adoption of this resolution. The City Clerk is further authorized and directed to record a notice of assessment with respect to the Added Territory pursuant to Streets & Highways Code Section 3114. The City Clerk is further authorized and directed to file the amended map of the boundaries of the PFMD, incorporating the Added Territory within Zone 10, as approved by the City Council and containing all information and statements provided for in Streets & Highways Code Sections 3110 and 3113, with the Kings County Recorder not later than 10 days after the date this resolution is adopted.
9. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a regular meeting held on the 5<sup>th</sup> day of November 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

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Marisa Avalos  
City Clerk

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Edward Neal  
Mayor



# **City of Lemoore**

## **Engineer's Annexation Report**

### **Public Facilities Maintenance**

#### **District No. 1**

**ANNEXATION OF TERRITORY AS  
ZONE No. 10**

**Commencing Fiscal Year 2020/2021**

**Intent Meeting: September 17, 2019**

**Public Hearing: November 5, 2019**

**CITY OF LEMOORE  
711 W CINNAMON DRIVE  
LEMOORE, CA 93245**

**SEPTEMBER 2019  
PREPARED BY  
WILLDAN FINANCIAL SERVICES**

27368 Via Industria  
Suite 110  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

[www.willdan.com/financial](http://www.willdan.com/financial)



# **ENGINEER'S ANNEXATION REPORT AFFIDAVIT**

## **City of Lemoore Public Facilities Maintenance District No. 1**

### **Annexation of Territory (Tract No. 839) as Zone No. 10 Referred to as Annexation No. 2020-1**

**For Fiscal Year 2020/2021**

### **City of Lemoore, Kings County, State of California**

As part of the Resolution of Intention packet presented for the consideration of the Lemoore City Council, this Report and the enclosed budgets, diagrams, and descriptions outline the proposed annexation of Tract No. 839 ("Annexation No. 2020-1") to the Lemoore Public Facilities Maintenance District No. 1 and the establishment of annual assessments related thereto commencing in Fiscal Year 2020/2021. Said annexation includes all lots and parcels of land within Tract No. 839 (Energy Homes) identified on the Kings County Assessor's Parcel Maps as Book 023, Page 160, Parcels 039 through 074 (023-160-039 through 023-160-074).

Reference is hereby made to the Kings County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each parcel within Annexation No. 2020-1. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Willdan Financial Services  
Assessment Engineer  
On Behalf of the City of Lemoore

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

Jim McGuire  
Principal Consultant, Project Manager

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

Richard Kopecky  
R. C. E. # 16742

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## Introduction

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The City of Lemoore ("City"), pursuant to Chapter 10 of Title 7 of the Lemoore Municipal Code, ("Municipal Code") as enacted by Ordinance No. 2006-01 (the "Ordinance"), and to the extent not inconsistent with the Ordinance, the provisions and procedures of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act") and in compliance with the substantive and procedural requirements of the California State Constitution, Article XIII D ("California Constitution") established the assessment district designated as the:

### **Public Facilities Maintenance District No. 1**

Pursuant to the provisions of the Municipal Code, the Ordinance, and 1972 Act (hereafter referred to collectively as "City Maintenance District Codes"), and in compliance with the substantive and procedural requirements of the California Constitution, the City has annually levied special benefit assessments within the Public Facilities Maintenance District No. 1 ("District" or "PFMD") in order to fund in whole or in part the maintenance, operation, repair and periodic replacement of certain public improvements including landscaping, street lights, street paving, parks and appurtenant facilities that provide special benefits to properties within the District.

The City Council of the City of Lemoore adopted its General Plan with various elements to provide guidelines for orderly development of property within the City. The City Council further adopted ordinances and regulations governing the development of land providing for the installation and construction of certain lighting, landscaping, street paving, parks and appurtenant facilities to enhance the quality of life and to benefit the value of property.

The requirement for the installation of lighting, landscaping, streets and appurtenant facilities is a condition of development provided for in the City's Subdivision Ordinance and is a requirement for issuance of a permit for construction of commercial, residential, and planned unit development. These improvements generally include street lights and related equipment and fixtures; street paving that may include curbs, gutters and sidewalks; various landscape materials such as trees, turf, shrubs, vines, and ground cover; irrigation and drainage systems; structural amenities such as monuments, block walls, retaining walls, or other fencing; hardscapes including mulch, trail and path surfaces, stamped concrete and pavers; recreational amenities such as benches, picnic facilities, play structures; signage, and related appurtenances.

The installation of street pavement, street lights, landscaping and appurtenant facilities is the responsibility of the subdivider or other development/applicant, triggered by the approval of a tentative subdivision map or other development application. After installation, it is City policy that the servicing, operation, maintenance, repair and replacement of the street lighting, landscaping, local street paving, parks and appurtenant facilities in turn become the financial responsibility of the properties that specially benefit from the facilities. Prior to the establishment of the District, the City recognized that the required ongoing maintenance, periodic repair and replacement of the facilities installed in connection with new developments could not feasibly be funded by the City and that such maintenance, operation, repair and replacement should be funded through special benefit assessments on properties within the boundaries of the District.

In accordance with the City Maintenance District Codes, the District has been established utilizing benefit zones ("Zones") to address variations in the nature, location, and extent of the improvements that provide special benefits to parcels in the District. Within the boundaries of the District, parcels are assigned to a Zone, each of which is associated with specific improvements that provide special benefit to properties within that Zone.



As of Fiscal Year 2019/2020, the District was comprised of the following Zones and developments:

Zone 01 -- The Landing, Phases 1, 2, and 3

Zone 02 -- Liberty, Phases 1 and 2

Zone 03 -- Silva Estates, Phase 10

Zone 04 -- Parkview Estates / Heritage Park – Laredo

Zone 05 -- East Village Park/Aniston Place

Zone 06 -- Heritage Acres

Zone 07 -- Capistrano

Zone 08 -- Woodside

Zone 09 -- Lennar Homes, Phase 1

## **Proposed Fiscal Year 2020/2021 Annexation**

By resolution, the City Council has ordered the preparation of this Engineer's Report ("Report") in connection with the proceedings for the annexation of Tract No. 839 to the Lemoore Public Facilities Maintenance District No. 1 and to be designated as:

### **Annexation No. 2020-1**

(hereafter referred to as "Annexation No. 2020-1" or "Annexation Territory"), and the establishment of the new maximum annual assessments related thereto, to be levied and collected upon properties within the Annexation Territory commencing in Fiscal Year 2020/2021 for the special benefits each property receives from the maintenance and servicing of the improvements to be provided by the City through the District.

Annexation No. 2020-1 consists of the thirty-six (36) single-family residential parcels identified as Tract No. 839 (Energy Homes). Tract No. 839 is located generally south of Highway 198, north of Iona Avenue and west of Vine Street and the existing development that comprise the adjacent thirty-six single-family residential parcels of Tract No. 658 within Landscape and Lighting Maintenance District No. 1 (LLMD) Zone No. 11 (Self-Help). Both Tract No. 658 and the parcels with the Annexation Territory benefit and will share in the special benefit costs associated with the ongoing annual maintenance of the existing perimeter landscaping on the west side of Vine Street adjacent to Tract No. 658 and utilized to access both of the developments. As the part of the development of Tract No. 839, additional street improvements and street lighting within the development's public right-of-ways will be installed, but these types of improvements are not supported by the current LLMD Zone 11 assessments, and therefore Tract No. 839 (the Annexation Territory) is being established as a new benefit zone (Zone No. 10) within the PFMD to address both the existing shared landscaping improvements and the new streets and street lighting being installed in connection with Tract No. 839.

To adequately provide and fund the streets, sidewalks, curbs, gutters, street lighting, and landscaping improvements that are considered special benefits to properties within Annexation No. 2020-1, the City Council has determined that it is appropriate and in the public's best interest to annex the properties within Annexation No. 2020-1 to the PFMD as Zone No. 10 and to levy

annual assessments on the properties therein to fund the estimated special benefit improvement costs including, but are not limited to the regular annual maintenance and servicing of the improvements; incidental expenditures related to the operation and administration of the District; and the collection of funds for operational reserves, capital improvement expenditures, and periodic repairs or rehabilitation projects as authorized by the City Maintenance District Codes. The parcels within Annexation No. 2020-1 as well as the existing LLMD Zone No. 11 parcels shall be proportionately assessed for the special benefits received from the shared landscaping improvements with each District and Zone therein being proportionately budgeted annually for those expenses.

## Report Content and Proceedings

This Engineer's Annexation Report (the "Report") has been prepared pursuant to the City Maintenance District Codes consistent with Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and is presented to the City Council for their consideration and approval of the proposed improvements and services to be provided within Annexation No. 2020-1 and the levy and collection of annual assessments related thereto commencing in Fiscal Year 2020/2021. This Report outlines the annexation territory, the District Zone (Zone No. 10), improvements, and proposed assessments to be levied in connection with the special benefits the properties will receive from the maintenance and servicing of the District improvements based on the estimated maintenance expenses for the existing landscaping improvements and the additional improvements to be installed in connection with the development of properties within Annexation No. 2020-1. The annual assessments to be levied on properties within the District and specifically Annexation No. 2020-1 will provide a source of funding for the continued operation, maintenance and servicing of the landscaping, street lights, street paving, sidewalks, and appurtenant facilities (improvements) to be provided by the District for the properties within the Annexation Territory as Zone No. 10.

Each fiscal year, the City establishes the District's assessments based on an estimate of the costs to maintain, operate and service the improvements and based upon available revenues including fund balances, general benefit contributions and additional City contributions and assessment limits. The costs of the improvements and the proposed annual assessments budgeted and assessed against properties within the District may include, but are not limited to the estimated expenditures for regular annual maintenance and repairs; incidental expenditures related to the operation and administration of the District; deficits or surpluses from prior years; revenues from other sources; and the collection of funds for operational reserves and/or periodic repairs, replacements and rehabilitation projects as authorized by the City Maintenance District Codes. The net annual cost to provide the improvements for each Zone are allocated to the benefiting properties within that Zone using a weighted method of apportionment (refer to Assessment Methodology in Section II, Method of Apportionment) that calculates the proportional special benefit and assessment for each parcel as compared to other properties that benefit from the District improvements and services. Thus, each parcel is assessed proportionately for only those improvements, services and expenses for which the parcel will receive special benefit.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Number (Assessor's Parcel Number "APN") by the Kings County Assessor's Office. The County Auditor/Controller uses Assessment Numbers and specific District Fund Numbers, to identify on the tax roll, properties assessed for special district assessments. Each parcel within Annexation No. 2020-1 shall be assessed proportionately for only those improvements for which the parcel receives a special benefit.

## Report Content

This Report has been prepared for the annexation of parcels within Annexation No. 2020-1 to the District for Fiscal Year 2020/2021, pursuant to a resolution of the City Council and consists of five (5) parts:

### Part I — Plans and Specifications:

Contains a general description of the District and zones of benefit ("Zones") within the District, and specifically addresses the improvements and services that provide special benefits to the parcels within Annexation No. 2020-1 to be designated as Zone No. 10 within the PFMD, which may include, but not limited to local landscaping, street lights, street paving, sidewalks, curbs, gutters, and related amenities including operational expenses and fund balances authorized by the City Maintenance District Codes. The plans and specifications contained in this Report generally describe the nature and extent of the improvements. In conjunction with these general descriptions of the improvements a visual depiction of the improvements is provided in the Annexation Diagram contained in Part IV of this Report. The detailed plans and specifications for the improvements for the District including Zone No. 10 (Annexation Territory) are on file in the Public Works Department of the City of Lemoore and by reference are made part of this Report.

### Part II — Method of Apportionment:

Outlines the special and general benefits associated with the improvements to be provided within Zone No. 10 of the District (the Annexation Territory) and the basis upon which the estimated costs to provide such improvements has been apportioned to each parcel of land therein in proportion to the special benefits to be received by such parcels.

### Part III — Estimate of Costs

Identifies the estimated annual funding costs (Budget) required for the maintenance and operation of the improvements including, but not limited to, annual maintenance and service expenses, utility costs, related incidental expenses, and fund balances authorized by the City Maintenance District Codes and deemed appropriate to fully support the improvements. Those improvements and/or costs determined to be of general benefit shall be funded by a City contribution. This section identifies:

- A budget that establishes the proportional estimated expenses and maximum assessment for Fiscal Year 2020/2021 to be approved by the property owner(s) of record within the Annexation Territory as part of the Ballot Proceeding. Although the budget presented, establishes the maximum assessment for Fiscal Year 2020/2021, the actual assessment to be levied and collected on the County Tax Rolls for Fiscal Year 2020/2021 shall be identified in the Fiscal year 2020/2021 annual engineer's report for the entire District which will be prepared and presented to the City Council for approval prior to the annual levy of the District assessments for Fiscal Year 2020/2021. However, in no case, shall the annual assessment approved for Zone No. 10 at that time, exceed the maximum assessment presented herein.
- This section also identifies and outlines an Assessment Range Formula (inflationary adjust) that provides for an annual adjustment to the maximum assessment rate each fiscal year. This Assessment Range Formula establishes limits on future assessments, but also provides for reasonable cost adjustments due to inflation.

## Part IV — Annexation Diagram

A diagram showing the boundaries of Annexation No. 2020-1 based on the parcels that will receive special benefits from the improvements to be provided and maintained as part of Zone No. 10 and the benefits established herein. The lines and dimensions of each lot, parcel, and subdivision of land contained in this diagram are inclusive of the parcel(s) listed in "Part V — Assessment Roll" of this Report and the corresponding County Assessor's Parcel Maps for said parcel(s) as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments, or parcel changes therein. Reference is hereby made to the Kings County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within Annexation No. 2020-1 as Zone No. 10 of the District.

## Part V — Assessment Roll:

A listing of the proposed maximum assessment amounts for the parcel(s) within Annexation No. 2020-1. The "Maximum Assessment" amount (Balloted Assessment Amount) for each parcel represents that parcel's maximum assessment amount for fiscal year 2020/2021 and is based on the parcel's calculated proportional special benefit as outlined in "Part II — Method of Apportionment", and calculated assessment rate established by the budget in "Part III — Estimate of Costs".

If any section, subsection, sentence, clause, phrase, portion, or zone of this Report is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the Report and each section, subsection, subdivision, sentence, clause, phrase, portion, zone, or subzone thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, portions, zones, or subzones might subsequently be declared invalid or unconstitutional.

## Ballot Proceedings

As part of this annexation proceeding, the City shall conduct a property owner protest ballot proceeding ("Ballot Proceeding") for the proposed levy of a new assessment pursuant to the provisions of the California Constitution, Article XIID Section 4. In conjunction with this Ballot Proceeding, the City Council will conduct a noticed public hearing to consider public testimonies, comments and written protests regarding the annexation, and the levy of the new assessments described herein. Upon conclusion of the public hearing, property owner protest ballots received will be opened and tabulated to determine whether majority protest exists as defined in Article XIID of the California Constitution.

As specified by the California Constitution, Article XIID Section 4e:

*"A majority protest exists if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property."*

After completion of the ballot tabulation, the City Council will confirm the results of the balloting. If majority protest exists for the proposed assessments, further proceedings to annex the parcels with Annexation No. 2020-1 to the District and implementation of the new assessments shall be abandoned at this time. If tabulation of the ballots indicate that majority protest does not exist for the proposed new assessments and the assessment range formula presented and described herein, the City Council by resolution may adopt this Report (as submitted or amended); approve the assessment diagram (Annexation Diagram) contained herein; order the annexation of the

parcels within Annexation No. 2020-1 (Tract 839) to the District and the improvements to be made; and confirm the new assessments as outlined in this Report.

The new assessments as approved, may be levied and collected on the County tax rolls commencing in Fiscal Year 2020/2021 together with the assessments for other properties in the District. For fiscal year 2020/2021 and each subsequent fiscal year, an engineer's annual levy report for the District shall be prepared and presented to the City Council to address any proposed changes to the District, including Zone No. 10, as well as any proposed changes to the improvements, budgets and assessments for that fiscal year. The City Council shall hold a noticed public hearing regarding these matters prior to approving and ordering the levy of annual assessments for the District.

If in any fiscal year, the proposed annual assessments for parcels with the District and specifically Zone No. 10, exceed the maximum assessments described herein, such an assessment would be considered a new or increased assessment and must be confirmed through a mailed property owner protest ballot proceeding for the affected parcels before that new or increased assessment may be imposed.

## Part I — Plans and Specifications

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### Description of the District

The purpose of this District and specifically Zone No. 10 which is inclusive of all parcels within Tract 839 and the Annexation Territory, is to provide in part through annual assessments, funding for the ongoing operation, maintenance, and servicing of local landscaping; street lighting; street improvements within the street rights of way; neighborhood parks (parks are not applicable to Zone No. 10); and related appurtenant facilities and services in specified areas of the City. The territory within the District consists of those lots or parcels of land within the City of Lemoore for which the City, through the District maintains these local improvements and related amenities installed in connection with the development of those properties and for the benefit of those lots and parcels.

As authorized by the City Maintenance District Codes, the improvements provided by the District and associated with each Zone incorporate various local improvements and related amenities that are maintained and serviced for the benefit of real property within those Zones. The maintenance of the improvements may also include various appurtenances including, but not limited to block walls, retaining walls or other fencing, trail and path surfaces, stamped concrete, pavers, mulch or other hardscapes, irrigation and related electrical equipment and drainage systems, benches, play structures, picnic or other recreational facilities, monuments, signage, ornamental lighting, curbs, gutters, sidewalks, cross gutters, street lighting fixtures, street light poles, electrical facilities, and related equipment. The work to be performed within each respective Zone may include but is not limited to (as applicable), the personnel, materials, equipment, electricity, water, contract services, repair and rehabilitation of the improvements and incidental expenses required to operate the District and provide the improvements and services.

Improvements provided within the District may include but are not limited to:

- Landscaping and related facilities and amenities located within designated street medians, parkway and streetscape side-panels, and entryways within the public right of ways or easements adjacent to public right of ways; and within public places including greenbelt areas, open spaces, and neighborhood parks within or directly associated with each Zone. These improvements may include, but are not limited to:
  - various landscape materials such as trees, turf, shrubs, vines, ground cover, annual or perineal plantings;
  - irrigation and drainage systems;
  - structural amenities such as monuments, block walls, retaining walls, or other fencing;
  - hardscapes including mulch, trail and path surfaces, stamped concrete and pavers;
  - recreational amenities within the parks or greenbelts that may include benches, play structures, picnic or other recreational facilities, signage, and related appurtenances.

The maintenance of these improvements may include, but is not limited to the regularly scheduled mowing, trimming, pruning, fertilization, pest control, weed and graffiti abatement; installation, replacement and rehabilitation of the landscaping, repair or replacement of irrigation or drainage systems; repair or replacement of hardscape improvements and recreational amenities. The City Public Works Department shall authorize and schedule such maintenance and servicing as need and based on available Zone funding.

- Street lighting improvements located in the public right of ways within and on the perimeter of the developments and associated with each Zone and the parcels therein. Street light



improvements include energy costs and maintenance of the lighting facilities including, but not limited to the removal, repair, replacement or relocation of light standards, poles, bulbs, fixtures, and related equipment and materials.

- Street right of way improvements on the local streets within or adjacent to each respective Zone that may include but is not limited to the repair and servicing of street surfaces, curbs, gutters, driveway approaches, sidewalks, walkways, delineation, signage or other facilities within the public street right of ways. The street paving program may include but is not limited to: the repair of potholes, cracks or other failures in the asphalt surface; repair or partial segment replacement of curbs, gutters, driveway approaches, and sidewalks as needed to ensure pedestrian and vehicle safety or the integrity of the street; repair or installation of street signs; slurry sealing, overlays and re-striping of the street surfaces. The specific activities and timing of various street and road maintenance services shall be determined by the City's Public Works Department as necessary to extend the life of the streets or to improve traffic circulation and safety as available funding permits.

Many of the street services and activities described above are not performed on an annual basis, but rather on a periodic basis such as slurry sealing or overlaying the asphalt streets. The funds necessary for these activities are to be collected in installments as part of the annual assessments. The monies collected each year for these services will be accumulated in a special fund for each Zone (Reserve Fund or Capital Improvement Fund). The monies accumulated for these activities shall be spent when sufficient funds have been accumulated to perform the services deemed necessary by the City. This process of accumulating funds (installments) shall continue until such time the District or Zone is dissolved; or the City determines that such funding procedures require modification. Changes in the process of accumulating funds that would result in an increase to the annual assessment rate must be presented to the property owners for approval prior to imposing such an increase

Not included as part of the street maintenance program are the costs associated with major replacements or reconstruction. Although the District assessments will provide funding for regular maintenance of the street improvements and scheduled slurry and resurfacing projects on a periodic basis that will extend the useful life of the street improvements, the assessments are not intended to fund a full replacement or reconstruction of the street surfaces or adjacent improvements such as curbs, gutters, sidewalks, or driveway approaches. The costs of extensive replacement or reconstruction activities such as replacement of curbs, gutters, sidewalks, and driveway approaches is significantly more than the amount that is typically collected annually. When such repairs or activities are deemed necessary, the City may consider various financing options including new or increased assessments for property owner approval.

## **Zones and Improvements**

For Fiscal Year 2019/2020 the District included nine (9) designated Zones. In accordance with the City Maintenance District Codes, the District utilizes Zones to address variations in the nature, location, and extent of the improvements that provide special benefits to parcels in the District. Each Zone is associated with specific improvements and/or types of improvements that provide special benefit to properties within that Zone. The boundaries of each Zone is based on the

improvements to be maintained and the relationship and proximity of the developments and properties that derive special benefits from those specific improvements.

## **Zones 01 through 09**

The following is a brief description and summary of the existing Zones and improvement that are part of the District but not directly associated with this annexation proceeding.

### **Zone 01 — The Landing:**

Comprised of one hundred twelve (112) single-family residential parcels within Tract No. 817 (The Landing, Phases 1 and 2). The properties within Zone 01, proportionately share and receive special benefit from the maintenance, servicing, and operation of:

- Approximately 31,989 square feet of landscaping and/or related improvement areas.
- Thirty-four (34) street lights.
- 355,598 square feet of pavement surface area.

### **Zone 02 — Liberty:**

Comprised of two hundred forty-two (242) single-family residential parcels within Tract No. 821 (Liberty, Phases 1 and 2). The properties within Zone 02, proportionately share and receive special benefit from the maintenance, servicing, and operation of:

- Approximately 113,816 square feet of landscaping and/or related improvement areas.
- Ninety-three (93) street lights.
- 729,025 square feet of pavement surface area.

### **Zone 03 — Silva Estates, Phase 10:**

Comprised of seventy-four (74) single-family residential parcels within Tract No. 838 (Silva Estates, Phase 10). The properties within Zone 03, proportionately share and receive special benefit from the maintenance, servicing, and operation of:

- Approximately 22,256 square feet of landscaping and/or related improvement areas.
- Twenty-six (26) street lights.
- Approximately 202,063 square feet of pavement surface area.

### **Zone 04 — Parkview Estates:**

Comprised of thirty-nine (39) single-family residential parcels within Tract No. 797 (Parkview Estates). The properties within Zone 04, proportionately share and receive special benefit from the maintenance, servicing, and operation of:

- Approximately 16,581 square feet of landscaping and/or related improvement areas.
- Nine (9) street lights.
- Approximately 83,581 square feet of pavement surface area.



### **Zone 05 — East Village Park and Aniston Place North:**

Comprised of one hundred twenty (120) single-family residential parcels within Tract No. 791 (East Village Park) and Tract No. 910 (Aniston Place North). The properties within Zone 05, proportionately share and receive special benefit from the maintenance, servicing, and operation of:

- Approximately 61,882 square feet of landscaping and/or related improvement areas that includes the following:
  - 957 square feet of streetscape landscaping (shrubs with trees) on Cantera Avenue;
  - 15,716 square feet of parkway and streetscape side-panel landscaping located on D Street, including approximately 7,005 square feet of shrubs, plants, and/or ground cover with trees; and 8,711 square feet of shrubs;
  - 1,034 square feet of streetscape landscaping (shrubs) on Smith Avenue north of Siena Way;
  - 1,723 square feet of parkway and streetscape side-panel landscaping located on Smith Avenue between D Street and Siena Way, including approximately 1,300 square feet of turf with trees; and 423 square feet of shrubs, plants, and/or ground cover with trees;
  - 42,452 square feet of park improvement area located on Montego Way. This park site includes approximately 7,210 square feet of concrete or other hardscape surfaces; 850 square feet of shrubs and planters; and 34,392 square feet of turf with trees.
- Thirty (30) street lights including:
  - 8 street lights on the perimeter of Zone 05 located on D Street and Smith Avenue.
  - 22 street lights within the tracts located on, but not limited to: Cantera Avenue, Firenze Street, Montego Way, Portola Street, Siena Way, and Visconti Street;
- Approximately 271,905 square feet of pavement surface area which collectively include Cantera Avenue, Firenze Street, Montego Way, Siena Way, Visconti Street, and Portola Street.

### **Zone 06 — Heritage Acres:**

Comprised of ninety-seven (97) single-family residential parcels within Tract No. 872 (Heritage Acres, Phases 1 and 2). The properties within Zone 06, proportionately share and receive special benefit from the maintenance, servicing, and operation of:

- Twenty-seven (27) street lights.
- Approximately 370,092 square feet of pavement surface area.

### **Zone 07 – Capistrano, Phase 5:**

Comprised of twenty (20) single-family residential parcels within Tract No. 908 (Capistrano, Phase 5). The properties within Zone 07, proportionately share and receive or will receive special benefits from the maintenance, servicing, and operation of:

- Approximately 5,071 square feet of parkway and streetscape side-panel landscaping on East Bush Street consisting of: 3,125 square feet of shrubs, plants, and/or ground cover with trees; and 1,946 square feet of turf with trees. These improvements and the costs associated with the maintenance and operation of these improvements are proportionately shared by properties within LLMD Zone 06.

- Approximately 1,477 square feet of parkway side-panel landscaping on the northeast side of Bush Place between East Bush Street and Tract 908, including the entryway landscaping at the southeast corner of East Bush Street and Bush Place. These improvements and the costs associated with the maintenance and operation of these improvements are proportionately shared by properties within LLMD Zone 06.
- Approximately 2,341 square feet of parkway side-panel landscaping on the east side of Bush Place /Barcelona Drive adjacent to Tract 908.
- The median island on Bush Place/Barcelona Drive, just south of East Bush Street leading into the development (Approximately 427 square feet). This median and the costs associated with the maintenance and operation improvements are proportionately shared by properties within LLMD Zone 06.
- Eight (8) street lights including:
  - Two (2) street lights located on Bush place/Barcelona Drive directly adjacent to the perimeter of the development and one (1) street light at the southeast corner of East Bush Street and Bush Place. These three street lights also benefit properties within LLMD Zone 06 and are therefore partially funded by other revenue sources.
  - 5 street lights within Tract 908 located on Tuscany Court;
- Approximately 26,060 square feet of pavement surface area located on Tuscany Court.

#### **Zone 08 – Woodside:**

At the time this Report was prepared, Tract No. 921 which comprises all of Zone 08 (Woodside), is identified as a single parcel on the Kings County Assessor's maps (023-020-095). As Tract No. 921 is developed, the parcel will be subdivided into sixty-four single-family residential parcels. The properties within Zone 08, proportionately share and receive or will receive special benefits from the maintenance, servicing, and operation of:

- Approximately 12,206 square foot neighborhood park site located at the corner of Daphne Lane and Sydney Way that may include, but is not limited to, turf, shrubs, trees, plants, and/or ground cover areas; and concrete paths, play structures, tables, benches, and trash receptacles.
- Approximately 82,540 square foot drainage basin site located in the southwest portion of Tract No. 921 that may include, but is not limited to, approximately 61,436 square feet of natural, non-irrigated area (basin floor); approximately 21,104 square feet of perimeter landscaping comprised of shrubs, trees, plants, and/or ground cover; and related drainage facilities and equipment which may include drainage inlet/outlet structures and pump.
- Approximately 4,340 square feet of paved access roads providing access to the drainage basin and the Lemoore Canal from Daphne Lane.
- Approximately 350 linear feet of block wall on the perimeter of the development along the Southern Pacific Railroad right-of-way and the Lemoore Canal.
- Nineteen (19) street lights within Tract No. 921 located on Daphne Lane, Melbourne Way, Newcastle Street, and Sydney Way.
- Approximately 198,416 square feet of pavement surface area located on but not limited to Daphne Lane, Melbourne Way, Newcastle Street, and Sydney Way, which also incorporates approximately 5,804 linear feet of curb and gutter, and approximately 31,922 square feet of Sidewalk/Cross Gutter area.

### **Zone 09 – Lennar Homes:**

Comprised of eighty-seven (87) single-family residential parcels within Tract No. 920 (Lennar Homes, Phase 1). It is anticipated that Phase 2 of the development will eventually be annexed to the Zone. The properties within Zone 09, proportionately share and receive or will receive special benefits from the maintenance, servicing, and operation of:

- Approximately 28,193 square feet of perimeter streetscape landscaping:
  - 3,482 square feet of streetscape landscaping on the east side of Liberty Drive north of Hana Way, up to the northern lot line of lot 87 (designated as that part of Lot A within Phase 1 of Tract No. 920). This landscape area incorporates the area between the curb and sidewalk and the area between the sidewalk and residential property lines;
  - 482 square feet on the north side of Hana Way between Liberty Drive and Narwhal Avenue. This landscape area incorporates the area between the curb and sidewalk. The landscaping behind sidewalk (if any) will be privately maintained and is not a part of the Zone improvements;
  - 482 square feet on the south side of Hana Way between Liberty Drive and Narwhal Avenue. This landscape area incorporates the area between the curb and sidewalk. The landscaping behind sidewalk (if any) will be privately maintained and is not a part of the Zone improvements;
  - 4,971 square feet on the east side of Liberty Drive south of Hana Way and north of Hanford-Armona Road (designated as part of Lot B). This landscape area incorporates the area between the curb and sidewalk and the area between the sidewalk and residential property lines;
  - 18,776 square feet on the north side of Hanford-Armona Road from Liberty Drive, to the eastern boundary of Tract No. 920 which is also the eastern lot line of Lot 60 (designated as part of Lot B). This landscape area incorporates the area between the curb and sidewalk and the area between the sidewalk and residential property lines;
- 32,972 square foot neighborhood park site/greenbelt area to be installed on the east side of Obsidian Avenue as part of Phase 2. This area may include, but is not limited to, turf, shrubs, trees, plants, and/or ground cover areas; and concrete paths, play structures, tables, benches, and trash receptacles.
- 94,090 square foot drainage basin site to be installed to the east of the neighborhood park site/greenbelt area (east of Obsidian Avenue) as part of Phase 2. It is anticipated that approximately 20% of this area will be irrigated improvements and the remainder non-irrigated improvements.
- Twenty-four (24) street lights including:
  - Nine (9) street lights on the perimeter of Tract No. 920 Phase 1 located on Hanford-Armona Road (8 Lights) and on Liberty Drive (1 Light); and
  - Fifteen (15) street lights within Tract No. 920 Phase 1 located on, but not limited to: Castellina Street, Fire Fall Avenue, Hana Way, Narwhal Avenue, Obsidian Avenue, Pisa Way, and Strada Street;

- Approximately 208,497 square feet of pavement surface area, which also incorporates an estimated 8,872 linear feet of curb and gutter, and approximately 44,360 square feet of Sidewalk/Cross Gutter area. Of the
  - Approximately 62,893 square feet of pavement surface area on the perimeter of the Zone including half of Hanford-Armona Road and Liberty Drive;
  - Approximately 145,604 square feet of pavement surface area on the internal streets of the Zone including Castellina Street, Fire Fall Avenue, Hana Way, Narwhal Avenue, Obsidian Avenue, Pisa Way, and Strada Street;

Note: The neighborhood park site/greenbelt area and drainage basin site improvements identified above will eventually be installed as part of Phase 2 of Tract No. 920, which is currently not a part of Zone 09. When those improvements are installed as part of Phase 2 of Tract No. 920, the cost of maintaining those improvements will be proportionately shared by the residential parcels in both phases of Tract No. 920. Likewise, the perimeter landscaping, street lighting, and pavement improvements being installed on Hanford-Armona Road and Liberty Drive as part of Tract No. 920 Phase 1, will proportionately benefit properties in both phases and the costs associated with those improvements will be proportionately shared by the residential parcels in both phase of Tract No. 920. However, when Phase 2 is developed, it is also anticipated that additional perimeter landscaping, street lighting, and pavement improvements will be installed and proportionately shared. Ultimately at build-out, all the Zone improvements installed as part of Phase 1 and Phase 2 of Tract No 920 will be proportionately shared by parcels in both phases.

## Zone No. 10 - Energy Homes; Annexation No. 2020-1

The thirty-six (36) single-family residential lots of Tract No. 839 that will comprise PFMD Zone No. 10 (Annexation No. 2020-1), are identified by the King's County Assessor's Office as parcels 023-160-039 through 023-160-074. The 36 single-family residential lots within Tract No. 839 will proportionately share and receive special benefit from the maintenance, servicing, and operation of:

- Approximately 10,611 square feet of landscaping and/or related improvement areas that includes:
  - 1,361 square feet of median/entryway landscaping on Cabrillo Street at Vine Street, which is currently comprised of hardscape material and trees;
  - 6,379 square feet of minimally maintained parkway and streetscape side-panel landscaping surrounding the drainage basin, including 1,725 square feet on Vine Street and 4,654 square feet on Cabrillo Street. This landscape area is comprised of turf and trees but is minimally maintained at present;
  - 2,871 square feet of parkway and streetscape side-panel minimal landscaped area with trees Vine Street north of Cabrillo Street.

The special benefits and costs associate with the landscaping improvements listed above are allocated and shared by the parcels within Tract No. 656 (Zone No. 11 of Landscape and Lighting Maintenance District No. 1).

- The four (4) street lights on the west side of Vine Street, three north of Cabrillo Street and one south of Cabrillo Street which serves as the entryway to Tract 839 and Tract 656. The special benefits associated with these four street lights are shared by the parcels within Tract No. 656 (Zone No. 11 of Landscape and Lighting Maintenance District No. 1) and PFMD Zone No. 10 is proportionately allocated the special benefit cost to operate and maintain these four street lights.

In addition to the above shared improvements, the 36 single-family residential parcels within Tract No. 839 (PFMD Zone No. 10) will proportionately share and receive special benefit from the maintenance, servicing, and operation of:

- The eight (8) local street lights within Tract 839 located on Aliso Street, Otero Street, Lazo Court, and Cabrillo Street.
- Approximately 70,365 square feet of pavement surface area; 16,485 square feet of sidewalks and cross gutter; and 3,297 linear feet of curbs and gutters located on Aliso Street, Otero Street, Lazo Court, and Cabrillo Street within Tract 839.

## Part II — Method of Apportionment

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### Legislative Requirements for Assessments

The costs of the proposed improvements have been identified and allocated to properties within the Annexation Territory (Zone No. 10 of PFMD) proportionately based on special benefit, consistent with the provisions of the City Maintenance District Codes and the assessment provisions of Proposition 218 (being contained in Article XIII D of the California Constitution). The improvements provided by this District and for which properties are assessed are local landscaping, street lights, street right of way improvements, and related amenities that were either installed in direct connection with the development of properties within Tract No. 839 or were previously installed as a result of property development in the area and would otherwise be required or considered necessary elements for the development of such properties to their full and best use. The formulas used for calculating assessments and the designation of zones herein reflect the composition of parcels within the District and the improvements and activities to be provided for Zone No. 10 (the Annexation Territory) and have been designed to fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each parcel.

In addition to the provisions of the City Maintenance District Codes, Article XIII D of the California Constitution outlines specific requirements regarding assessments including the following:

Article XIII D Section 2d defines District as follows:

*“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;*

Article XIII D Section 2i defines Special Benefit as follows:

*“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”*

Article XIII D Section 4a defines proportional special benefit assessments as follows:

*“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”*



## Benefit Analysis

### Special Benefits

#### Landscaping Special Benefit

The ongoing maintenance of landscaped areas within the District provide aesthetic benefits to the properties within each respective Zone and a more pleasant environment to walk, drive, live, and work. The primary function of these landscape improvements and related amenities is to serve as an aesthetically pleasing enhancement and green space for the benefit of the immediately surrounding properties and developments for which the improvements were constructed and installed and/or were facilitated by the development or potential development of properties within the Zones. These improvements are an integral part of the physical environment associated with the parcels in each Zone and while some of these improvements may in part be visible to properties outside the Zone, collectively if these Zone improvements are not properly maintained, it is the parcels within the Zone that would be aesthetically burdened. Additionally, the street landscaping in these Zones serves as both a physical buffer as well as a sound reduction buffer between the roadways and the properties in the District and serve as a pleasant aesthetic amenity that enhances the approach to the parcels. Likewise, in some of the zones, the landscaped areas may include green space areas (neighborhood parks, greenbelts, open space and/or trails) that provide a physical buffer and open space between properties and these areas serve as an extension of the physical attributes of the parcels assessed, such as their front or rear yards. These green space areas may also provide a greater opportunity for recreation. As a result, the maintenance of these landscaped improvements and the related amenities provide particular and distinct benefits to the properties and developments within each Zone.

#### Street Lighting Special Benefit

The street lighting in the District (localized street lighting) is primarily useful for illuminating the sidewalks and parking lanes on the streets used specifically to access the properties and/or is adjacent to those properties that comprise the District. This lighting is distinct from lights that may be installed that serve in large part to enhance traffic safety, such as traffic signals and intersection safety lights or the more sporadic lighting found on major thoroughfares outside the more concentrated development areas. These localized street lights tend to be more closely spaced and of a lower intensity than street lights installed primarily for traffic safety. These low-level, lower-intensity street lights within the District provide three main special benefits: (i) property security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway egress benefit. Because traffic to and from these parcels is largely limited to the residents and residents' guests, it is reasonable to assume that essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with the properties in the District and that the vehicular traffic within the internal streets of a Zone is primarily for accessing the properties within that Zone. Therefore, street lighting on such streets is entirely a special benefit to those properties. While lighting located on the perimeter of a development also serves primarily for accessing the properties within that Zone it is recognized that such lighting may benefit pass-through traffic as well and inherently there is some general benefits associated with those street lights.

In addition, the street lights within the District are consistent with the City's typical intensity and spacing standards for areas zoned for residential development areas and each parcel to be assessed is served directly by the system of street lights providing appropriate lighting within these respective development areas. Furthermore, the cost of maintaining and operating each light is substantially the same, regardless of the location of the light within the District. Consequently, we conclude that each parcel within the District receives substantially similar benefit from the street light improvements and the only notable distinctions in proportional special

benefit to each parcel is related to the specific quantity of lights associated with each development (Zone) and the overall location of those lights (internal development lights or perimeter lights).

### **Street Paving Special Benefit**

Like street lighting in the District, the streets, parking lanes, sidewalks and cross gutters within the street right of ways that are to be maintained through the District are exclusively within the boundaries of each Zone and those streets were specifically constructed to access those properties. Furthermore, the maintenance of these streets and associated improvements within the street right of ways, or the lack thereof, only has an impact on the properties within the District. Because traffic on these streets is almost exclusively limited to the residents and residents' guests associated with the District parcels, it is reasonable to conclude that essentially all utilization of these streets is primarily for accessing the properties within each respective Zone. Therefore, the maintenance and preservation of these streets and associated improvements is entirely a special benefit to those properties.

### **General Benefit**

#### **Landscaping General Benefit**

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by District assessments and the proximity and relationship to properties to be assessed, it is evident these improvements were primarily installed in connection with the development of properties in each respective Zone or are improvements that would otherwise be shared by and required for development of properties in those Zones. It is also evident that the maintenance of these improvements and the level of maintenance provided has a direct and particular impact (special benefit) only on those properties in proximity to those improvements and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no quantifiable benefit to the public at large or properties outside each respective Zone.

In the absence of a special funding Zone, the City would typically provide only limited (as needed) tree management, weed abatement, rodent control, and erosion control services for the landscape areas currently maintained within the District. This baseline level of service would typically provide for periodic servicing of the improvement areas on an as-needed basis, but typically not more than twice annually. This baseline level of service provides for public safety and essential property protection to avoid negative impacts on adjacent roadways and vehicles traveling on those roadways and potential property damage resulting from erosion or fire hazards, but results in a far less visually pleasing environment than is created with the enhanced levels of services associated with the regular landscape maintenance provided in the various Zones. Typically for most agencies, the cost to provide this baseline level of service for flat/moderately-sloped street landscaped areas is less than \$545 per acre (approximately \$0.0125 per square foot) including medians, parkway and streetscape side panels; less than \$435 per acre (approximately \$0.0100 per square foot) for non-street public areas such as parks, greenbelts, and trail areas; and less than \$215 per acre (approximately \$0.0050 per square foot) for natural open space areas or other limited access areas. This baseline servicing, unlike the enhanced aesthetic services funded through the District assessments, would provide benefits to the general public and to the properties both within and outside of the specific benefit zones. These costs of providing this baseline service along with a five percent (5%) cost factor for City overhead and administration is treated as the cost of general benefits from landscape maintenance services. Therefore, for flat/moderately-sloped street landscaped areas a rate of \$0.01325 per square foot (\$0.0125 +5%) is applied to calculate the general benefit costs for the assessed improvements; for non-street public areas a rate of \$0.01050 per square foot (\$0.0100 +5%) is applied to



calculate the general benefit costs for the assessed improvements; and for non-street public areas a rate of \$0.00525 per square foot (\$0.0050 +5%) is applied to calculate the general benefit costs for the assessed improvements.

In addition to the general benefit identified above, it is recognized that there are indirect or incidental general benefits to properties within the District as well as the general public that are associated with regular landscape maintenance services, including:

- Minimization of dust and debris; and
- Decreased potential water runoff from both properties and the landscaped areas.

Although these types of benefits might best be characterized as indirect consequences of the special benefit of the landscape maintenance provided to parcels served by the District, for the purposes of this Report we assume these types of benefits to be general benefits, albeit general benefits that are extremely difficult to quantify. We estimate that the costs associated with these indirect benefits do not exceed one percent of the annual maintenance expenditures for Local Landscaping Zone improvements. Therefore, the costs associated with these indirect or incidental general benefits has been calculated based on 1.0% of the estimated "Total Annual Maintenance Expenditures" budgeted for each Zone. Together with the baseline general benefit costs previously identified, these indirect/incidental general benefit costs are excluded from the potential assessment funding and together are shown in the budgets (Part III of this Report) as the "Landscaping General Benefit — City Funded".

### **Street Lighting General Benefit**

Collectively, there are a total of 217 street lights to be operated and maintained through the District (including the lights for Zone No. 10) of which approximately 30% of those lights are located on the perimeter of the Zones, the remainder being internal residential street lights.

These residential perimeter lights (two of which are identified for Zone No. 10), in contrast to the internal residential lights funded by the District, arguably provide some illumination that extends beyond the boundaries of the developments and parcels being assessed, and these lights may also enhance the safety of members of the public unassociated with an assessed parcel by illuminating traffic lanes and/or parking on those streets, or that otherwise provides services to the general public. Although, in general, these street lights exist solely because of the development of assessed parcels, and the primary purpose of these lights is to provide illumination to access the assessed parcels, these particular lights may provide some level of general benefit in addition to the special benefits provided to the assessed parcels. We estimate that these general benefits constitute not more than 25% of the total benefit associated with these perimeter lights, which is no more than 8% of the total benefit from all residential lights operated and maintained by the District (25% of 30% equals 7.5%). Therefore, it is reasonable to conclude that the total general benefit from the operation and maintenance activities associated with the District street lights does not exceed 8% of the direct annual operating expenses for all combined residential street lights. These general benefit costs are excluded from the potential assessment funding and are shown in the budgets (Part III of this Report) as the "Lighting General Benefit — City Funded".

## Assessment Methodology

To assess benefits equitably it is necessary to calculate each property's relative share of the special benefits conferred by the funded improvements and service. The Equivalent Benefit Unit (EBU) method of assessment apportionment is utilized for this District and establishes a basic unit (base value) of benefit and then calculates the benefit derived by each assessed parcel as a multiple (or a fraction) of that basic unit. The EBU method of apportioning special benefits is typically seen as the most appropriate and equitable assessment methodology for assessment districts, as the benefit to each parcel from the improvements are apportioned as a function of comparable property characteristics which may include, but is not limited to land use and property size. The method of apportionment originally developed for this District was based on an assessment formula appropriate for the various land uses, identifiable property characteristics and improvements within the District and utilizes the number of comparative dwelling units or dwelling spaces for other residential land uses and comparative lot sizes (acreage) for non-residential and undeveloped properties.

For the District and the purposes of this Report, an EBU is the quantum of benefit derived from the various Zone improvements by a single family residential parcel. The single family residential parcel has been selected as the basic unit for calculation of assessments since it currently represents 100% of the parcels to be assessed in the District, although other land uses may be annexed to the District in the future. Thus, the "benchmark" property (the single family residential parcel) derives one EBU of benefit and is assigned 1.00 Equivalent Benefit Unit.

## Land Use Classifications

Every parcel within the District is assigned a land use classification based on available parcel information obtained from the County Assessor's Office. It has been determined that a parcel use and size are the appropriate factors necessary to identify and calculate the proportional special benefits conveyed to each property within the District for the cost of improvements associated with that property. The parcels currently within the District are identified as single family residential parcels or Exempt parcels and the following provides a description of those land use classifications. This method of apportionment and assignment of Equivalent Benefit Units may be expanded to include additional land use classifications as developments are annexed to the District in the future.

**Residential Single-Family** — This land use classification may include, but is not limited to all subdivided residential tract lots with a single residential unit on the parcel (individual Assessor's Parcel Number) including attached and detached single-family residential units, condominiums or townhomes. As previously noted, the single family residential parcel has been selected as the basic unit for calculation of assessments and each is assigned 1.00 Equivalent Benefit Unit.

**Residential Vacant Lot** — This land use classification is defined as a fully subdivided residential parcel/lot within an approved Tract or subdivision for which the residential unit or units have not been constructed on the parcel (subdivided vacant lot). This land use classification is limited to fully subdivided residential parcels for which the number of residential units to be constructed on the parcel is four (4) units or less. This land use is assessed at 1.00 EBU per parcel.

**Planned Residential Subdivision** — This land use classification is defined as any property not fully subdivided, but a specific number of proposed lots and/or residential units to be developed on the parcel has been identified as part of an approved Tract Map or Tentative Tract Map. This land use type is assessed at 1.0 EBU per planned (proposed) lot and/or residential unit.

**Exempt** — Exempt from District assessments are the areas of public streets, private streets and other roadways, dedicated public easements and open spaces, right of ways including public greenbelts and parkways or that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities. (These types of properties are not usually assigned an Assessor's Parcel Number by the County). Also exempt from assessment are utility right of ways, common areas (such as in condominium complexes), landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or developed independent of an adjacent parcel. It has been determined that these types of properties receive no direct benefit from the improvements and receive no special benefit or general benefits from the operation and maintenance of the District improvements.

**Special Case** — In many assessment districts (particularly districts that have a wide range of land uses and property development) there may be one or more parcels that the standard land use classifications and proportionality identified above do not accurately identify the use and special benefit received from the improvements. Properties that are typically classified as Special Case Parcels usually involve some type of development or land restrictions whether those restrictions are temporary or permanent and affect the properties proportional special benefit. Examples of such restrictions may include situations where only a small percentage of the parcel's total acreage can actually be developed. In such a case, the net usable acreage of the parcel rather than the gross acreage of the parcel may be applied to calculate the parcel's proportional special benefit. Each such parcel shall be addressed on a case-by-case basis by the assessment engineer and the EBU assigned to such parcels shall be based on the specific issues related to that parcel and its proportional special benefit compared to other properties that receive special benefits from the improvements.

A summary of the Equivalent Benefit Units (EBUs) that may be applied to land use classifications within the District is shown in the following table:

Land Use Classification	Equivalent Benefit Unit Formula
Residential Single-Family	1.00 EBU per Parcel/Lot
Residential Vacant Lot	1.00 EBU per Parcel/Lot
Planned Residential Subdivision	1.00 EBU per Lot/Unit
Exempt	0.00 EBU per Parcel

The following is a summary of the land use classifications and Equivalent Benefit Units applicable to Annexation No. 2020-1 (Zone No. 10):

Land Use Classification	Total Parcels	Assessed Parcels	Applied Acres/Units	Benefit Units (EBU)
Residential Single-Family	36	36	36.000	36.0000
<b>Totals</b>	<b>36</b>	<b>36</b>	<b>36.000</b>	<b>36.0000</b>

## Part III — Estimate of Costs

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### Calculation of Assessments

An assessment amount per EBU in each Zone of the District including Zone No. 10 (Annexation Territory) is calculated by:

Taking the "Total Annual Expenses" (Total budgeted costs) and subtracting the "General Benefit Expenses (City Funded)", to establish the "Total Eligible Special Benefit Expenses";

**Total Annual Expenses – General Benefit Expenses = Total Eligible Special Benefit Expenses**

To the resulting "Eligible Special Benefit Expenses", various "Funding Adjustments/Contributions" may be applied that may include, but are not limited to:

- "Unfunded Reserve Fund Collection", represents an adjustment (reduction) in the amount to be collected for "Operational Reserve Funding" that was budgeted as part of the Total Annual Expenses.
- "Unfunded Rehab-Renovation Funding", represents an adjustment (reduction) in the amount to be collected for "Total Rehab-Renovation Funding" that was budgeted as part of the Total Annual Expenses. (This does not include the amount budgeted for Planned Capital Expenditures).
- "Reserve Fund Transfer/Deduction", represents an amount of available existing funds from the "Operational Reserve Fund Balances" being applied to pay a portion of the Special Benefit Expenses for the fiscal year.
- "Additional City Contribution and/or Service Reductions", represents a further adjustment that addresses the funding gap between the amount budgeted to provide the improvements and services ("Special Benefit Expenses"); and the amount that will be collected through the assessments. This funding gap may be addressed by an additional City contribution, reductions in service and service expenses, or a combination of the two.

These adjustments to the Special Benefit Expenses result in the net special benefit amount to be assessed "Balance to Levy";

**Eligible Special Benefit Expenses +/- Funding Adjustments/Contributions = Balance to Levy**

The amount identified as the "Balance to Levy" is divided by the total number of EBUs of parcels that benefit to establish the "Assessment Rate" or "Assessment per EBU". This Rate is then applied back to each parcel's individual EBU to calculate the parcel's proportionate special benefit and assessment for the improvements.

**Balance to Levy / Total EBU = Assessment per EBU (Assessment Rate)**

**Assessment per EBU x Parcel EBU = Parcel Assessment Amount**

## **Budgets & Assessment Zone No. 10 (Annexation No. 2020-1)**

The budget and maximum assessment rate outlined on the following page for PFMD Zone No. 10 (the Annexation Territory), are based on the City's estimate of the expenses and related funding deemed appropriate and necessary to fully support the ongoing operation, maintenance and servicing of the District improvements identified in Part I of this Report for Zone No. 10. Those improvements and/or costs determined to be of general benefit shall be funded by a City contribution. This budget establishes the maximum assessment for Fiscal Year 2020/2021 to be approved by the property owner(s) of record within the Annexation Territory as part of the Ballot Proceeding. Although the budget presented, establishes the maximum assessment for Fiscal Year 2020/2021, the actual assessment to be levied and collected on the County Tax Rolls for Fiscal Year 2020/2021 shall be identified in the Fiscal year 2020/2021 annual engineer's report for the entire District which will be prepared and presented to the City Council for approval prior to the annual levy of the District assessments for Fiscal Year 2020/2021. However, in no case, shall the annual assessment approved for Zone No. 10 at that time, exceed the maximum assessment presented herein.:

## Zone No. 10 Maximum Assessment Budget

BUDGET ITEMS	PFMD Zone 10 Energy Homes Tract 839
<b>ANNUAL OPERATION &amp; MAINTENANCE EXPENSES</b>	
Annual Lighting Operation & Maintenance Expenses	\$ 1,834
Annual Landscaping Operation & Maintenance Expenses	\$ 2,358
Annual Street Operation & Maintenance Expenses	\$ 98
<b>TOTAL ANNUAL OPERATION &amp; MAINTENANCE EXPENSES</b>	<b>\$ 4,290</b>
<b>REHABILITATION/RENOVATION FUNDING &amp; CAPITAL EXPENDITURES</b>	
Lighting Rehabilitation/Renovation Funding	\$ 92
Landscape Improvement Rehabilitation/Renovation Funding	187
Street Rehabilitation/Renovation Funding	10,023
<b>TOTAL REHABILITATION/RENOVATION FUNDING &amp; CAPITAL EXPENDITURES</b>	<b>\$ 10,302</b>
<b>INCIDENTAL EXPENSES</b>	
Operational Reserves (Collection)	\$ 2,150
District Administration Expenses	1,357
County Administration Fee	27
Annual Administration Expenses	1,384
<b>TOTAL INCIDENTAL EXPENSES</b>	<b>\$ 3,534</b>
<b>TOTAL ANNUAL EXPENSES</b>	<b>\$ 18,126</b>
<b>GENERAL BENEFIT EXPENSES</b>	
Lighting General Benefit — City Funded	\$ (147)
Landscaping General Benefit — City Funded	(109)
Street Paving General Benefit — City Funded	-
<b>TOTAL GENERAL BENEFIT EXPENSES</b>	<b>\$ (256)</b>
<b>TOTAL SPECIAL BENEFIT EXPENSES</b>	<b>\$ 17,870</b>
<b>FUNDING ADJUSTMENTS</b>	
Unfunded Reserve Fund Collection	\$ -
Unfunded CIP/Rehabilitation Funding	-
Reserve Fund Transfer/Deduction	-
Additional City Funding and/or Service Reductions*	-
<b>TOTAL FUNDING ADJUSTMENTS / CONTRIBUTIONS</b>	<b>\$ -</b>
<b>BALANCE TO LEVY</b>	<b>\$ 17,870</b>
<b>DISTRICT STATISTICS</b>	
Total Parcels	36
Assessed Parcels	36
Equivalent Benefit Units (EBU)	36.00
Assessment Per EBU	\$496.40
Balloted Maximum Assessment Rate Per EBU	\$497.0000
Balloted Amount	\$ 17,892.00
<b>FUND BALANCE</b>	
Estimated Beginning Fund Balance	\$ -
Operational Reserve & Rehabilitation Funding Collected	12,453
Estimated Ending Fund Balance	\$ 12,453

## Annual Inflationary Adjustment (Assessment Range Formula)

In order to assure continued adequacy of the financing of the improvement costs, when the District Zones were established (including Zone No. 10 being established herein), the assessments presented to the property owners included an annual inflationary adjustment (assessment range formula). This inflationary adjustment formula established that the Maximum Annual Assessment (maximum assessment rates) shall be comparably and automatically increased each fiscal year to cover the maintenance and replacement cost increases that naturally occur over time. The annual increase in the Maximum Annual Assessments shall be in accordance with the annual percentage increase (March to March) in the Employment Cost Index for Total Compensation for State and Local Government Workers (all Workers), published quarterly by the U.S. Bureau of Labor and Statistics (the "Index"). Increases in the Index will track comparably to increases in the costs of annual maintenance and periodic replacement of the described facilities and improvements, since the majority of the maintenance and replacement work is and will be done by City employees.

Each year, the percentage difference between the Index for March of the current year and the Index for the previous March shall be identified. This percentage difference shall then establish the range of increased assessments allowed based on the Index. If the percentage change from March to March is not available at the time the Engineer's Report is prepared a similar time period may be utilized.

The Maximum Assessment Rates shall be calculated independent of the District's annual budget and proposed assessments. Any proposed annual assessment (rate per EBU) less than or equal to the calculated (adjusted) Maximum Assessment Rates is not considered an increased assessment, even if the assessment for the fiscal year is significantly greater than the assessment applied in the prior fiscal year.

The District is not required to adjust the assessments levied each year, nor does it restrict the assessments to the adjustment amount. If the budget and assessments for a given Zone does not require an increase or the increase is less than the allowed adjusted maximum assessment rate, then the budget and assessments shall be applied. If the budget and assessments for a given Zone require an increase greater than the allowed maximum assessment rate, then the proposed assessment is considered an increased assessment. In such cases, mailed notices and balloting to the property owners would be required pursuant to the provisions of the Article XIID prior to the imposition of that assessment.



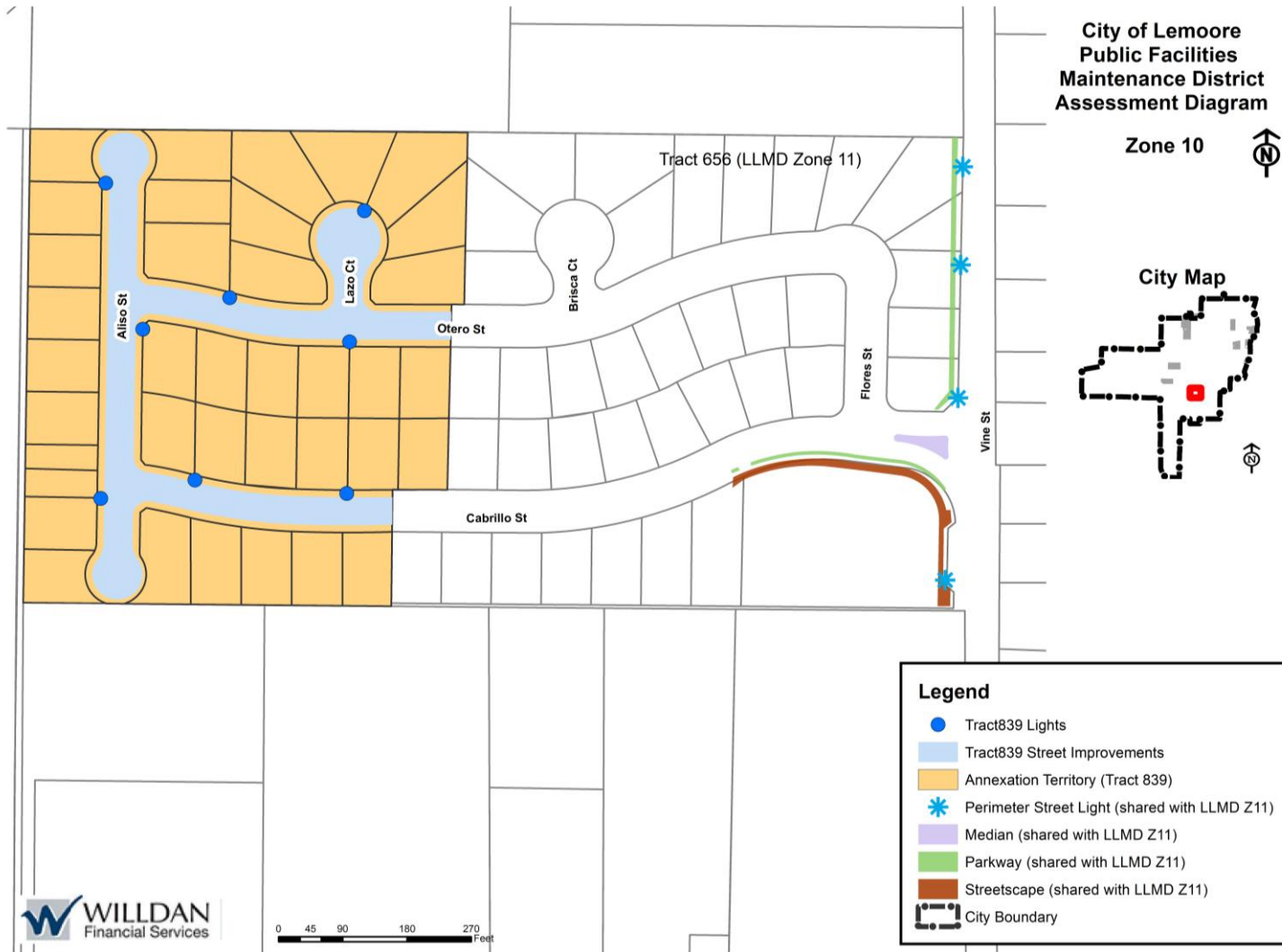
## Part IV — Annexation Diagram

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The Fiscal Year 2019/2020 District Diagrams showing the boundaries of Zones 01 through 09 within for the Lemoore Public Facilities Maintenance District No. 1 are on file in the office of the City Public Works Department and the City Clerk, and by reference herein are made part of this Report. The parcels identified as the Annexation Territory (Tract No. 839), and subsequently as Zone No. 10 are depicted on the following Annexation Diagram. All lots, parcels and subdivisions of land within the boundaries of Zone No. 10 (Annexation No. 2020-1) as depicted by this diagram shall be dictated by the lines and dimensions of those lots, parcels and subdivisions of land shown on the Kings County Assessor's parcel maps and by reference these maps are incorporated herein and made part of this Report, including all subsequent lot-line adjusts and/or parcel changes made thereto by the Kings County Assessor's Office. This Annexation Diagram along with the Assessment Roll incorporated in this Report constitute the PFMD Zone No. 10 Assessment Diagram for Fiscal Year 2020/2021 and the Annexation Diagram for Annexation No. 2020-1.



# Zone No. 10 (Annexation No. 2020-1) Diagram



## Part V — Assessment Roll

The following Assessment Roll identifies each lot or parcel within Annexation No. 2020-1 along with the Fiscal Year 2020/2021 maximum assessment amount (Balloted Assessment Amount). The parcel(s) listed on the Assessment Roll corresponds to the Assessor's Parcel Number(s) shown on the County Assessor's Roll and illustrated on the County Assessor's Parcel Number Maps (APN maps) at the time this Report was prepared and shall incorporate all subsequent parcel changes, lot-line adjustments, and subdivisions of land identified by the Kings County Assessor's Office. These records are, by reference, made part of this Report and shall govern for all details concerning the description of the lots or parcels. All assessments presented on the assessment roll are subject to change as a result of parcel changes made by the County including parcel splits, parcel merges or development changes that occur prior to the County Assessor's Office securing the final roll and generating tax bills for Fiscal Year 2020/2021.

Assessor Parcel Number	Zone	Land Use	EBU	Maximum Assessment (Balloted)
023-160-039	10	Residential Single-Family	1.00	\$497.00
023-160-040	10	Residential Single-Family	1.00	\$497.00
023-160-041	10	Residential Single-Family	1.00	\$497.00
023-160-042	10	Residential Single-Family	1.00	\$497.00
023-160-043	10	Residential Single-Family	1.00	\$497.00
023-160-044	10	Residential Single-Family	1.00	\$497.00
023-160-045	10	Residential Single-Family	1.00	\$497.00
023-160-046	10	Residential Single-Family	1.00	\$497.00
023-160-047	10	Residential Single-Family	1.00	\$497.00
023-160-048	10	Residential Single-Family	1.00	\$497.00
023-160-049	10	Residential Single-Family	1.00	\$497.00
023-160-050	10	Residential Single-Family	1.00	\$497.00
023-160-051	10	Residential Single-Family	1.00	\$497.00
023-160-052	10	Residential Single-Family	1.00	\$497.00
023-160-053	10	Residential Single-Family	1.00	\$497.00
023-160-054	10	Residential Single-Family	1.00	\$497.00
023-160-055	10	Residential Single-Family	1.00	\$497.00
023-160-056	10	Residential Single-Family	1.00	\$497.00
023-160-057	10	Residential Single-Family	1.00	\$497.00
023-160-058	10	Residential Single-Family	1.00	\$497.00
023-160-059	10	Residential Single-Family	1.00	\$497.00
023-160-060	10	Residential Single-Family	1.00	\$497.00
023-160-061	10	Residential Single-Family	1.00	\$497.00
023-160-062	10	Residential Single-Family	1.00	\$497.00

Assessor Parcel Number	Zone	Land Use	EBU	Maximum Assessment (Balloted)
023-160-063	10	Residential Single-Family	1.00	\$497.00
023-160-064	10	Residential Single-Family	1.00	\$497.00
023-160-065	10	Residential Single-Family	1.00	\$497.00
023-160-066	10	Residential Single-Family	1.00	\$497.00
023-160-067	10	Residential Single-Family	1.00	\$497.00
023-160-068	10	Residential Single-Family	1.00	\$497.00
023-160-069	10	Residential Single-Family	1.00	\$497.00
023-160-070	10	Residential Single-Family	1.00	\$497.00
023-160-071	10	Residential Single-Family	1.00	\$497.00
023-160-072	10	Residential Single-Family	1.00	\$497.00
023-160-073	10	Residential Single-Family	1.00	\$497.00
023-160-074	10	Residential Single-Family	1.00	\$497.00
<b>Total</b>			<b>36.00</b>	<b>\$17,892.00</b>



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-9003

## Staff Report

**Item No: 4-2**

**To: Lemoore City Council**

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

**Date: October 15, 2019 Meeting Date: November 5, 2019**

**Subject: Resolution 2019-45 – Adopting the Initial Study and Mitigated Negative Declaration, Adopting the Mitigation Monitoring and Reporting Program, and Directing the Filing of the Notice of Determination**

**Strategic Initiative:**

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

**Proposed Motion:**

Conduct a public hearing and after the public hearing, by motion, adopt Resolution 2019-45, adopting the Initial Study/Mitigated Negative Declaration (IS/MND), adopting the Mitigation Monitoring and Reporting Program, and Directing the Filing of the Notice of Determination for the Water Treatment Plants for the treatment of Total Trihalomethanes (TTHMs- CIP 5202).

**Subject/Discussion:**

The City of Lemoore, in coordination with LSA, prepared and published a notice of intent to adopt a Mitigated Negative Declaration (MND) to address environmental issues associated with the City's addition of two water treatment plants, setting the public hearing for November 5, 2019. The public review period began September 30, 2019 and ended October 30, 2019. The City received no public comments during the review period.

The proposed project would include the construction of new water treatment plants (WTP) (Station 7 WTP and Station 11 WTP) at two existing well sites, Well Site 7 and Well Site 11, to comply with the Department of Drinking Water compliance order.

The City sent notification of the project certified mail return receipt to the Tachi Yokut Tribe and the Tule River Tribe on September 9, 2019 and received no requests for consultation.

The potential impacts and mitigated measures for this project are as follows:

- Air Quality: potential temporary criteria pollutant impacts. *Mitigation Measures: Implement fugitive PM10 prohibitions during construction.*
- Biological Resources: potential impacts to nesting birds. *Mitigation Measures: Conduct site assessments; Implement protection measures; Implement construction mitigation measures.*
- Cultural Resources: potential impacts to archaeological resources and human remains. *Mitigation Measures: Implement protection measures in case of accidental discovery.*
- Geology and Soils: potential impacts to soil erosion/construction and paleontological resources. *Mitigation Measures: Comply with regulations and implement best management practices, and Implement protection measures in case of accidental discovery of paleontological resources.*
- Hydrology and Water Quality: potential impacts to water quality during construction. *Mitigation Measures: Comply with regulations and implement best management practices.*
- Noise: potential impacts from construction noise. *Mitigation Measures: Comply with City's noise ordinance and implement best management practices.*

**Financial Consideration(s):**

The adoption of the environmental clearance does not have a budget impact.

**Alternatives or Pros/Cons:**

None noted.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends that City Council hear any public comment and, by motion, adopt Resolution 2019-45, accepting an Initial Study/Mitigated Negative Declaration (IS/MND), adopting the Mitigation Monitoring and Reporting Program, and Directing the Filing of the Notice of Determination for Water Treatment Plants, CIP 5202.

**Attachments:**

- ☐ Resolution: 2019-45
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other

List: Mitigated Negative Declaration Report  
Mitigation Monitoring and Reporting Program

**Review:**

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

**Date:**

10/28/19  
10/30/19  
10/30/19  
10/29/19

**RESOLUTION NO. 2019-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
ADOPTING THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION,  
ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND  
DIRECTING THE FILING OF THE NOTICE OF DETERMINATION**

**WHEREAS**, the City of Lemoore prepared and Initial Study/mitigated Negative Declaration (IS/MND) for the Water Treatment Plants (Proposed Project) in accordance with the requirement of the California Environmental Quality Act of 1970; and

**WHEREAS** a Notice of Intent to Adopt an Initial Study and Negative Declaration for two Water Treatment Plants was published in the Hanford Sentinel and on the City of Lemoore website on September 25, 2019; and

**WHEREAS**, the Initial Study and Mitigated Negative Declaration was made available for public comment for the required 30-day period, beginning on September 30, 2019 and ending on October 30, 2019; and

**WHEREAS**, in connection with the approval of a project involving the preparation of an IS/MND that identifies one or more significant environmental effects, CEQA requires the decision-making body of the lead agency to incorporate feasible mitigation measures that would reduce those significant environment effects to a less-than-significant level; and

**WHEREAS**, whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a MMRP to ensure compliance with the mitigation measures during project implementation; and

**WHEREAS**, the City Council has reviewed and considered the Public Draft and Final IS/MND and related MMRP for the Proposed Project and intends to take actions on the Proposed Project in compliance with CEQA and state and local guidelines implementing CEQA; and

**WHEREAS**, the IS/MND and the MMRP for the Proposed Project are, by this reference, incorporated into this Resolution as if fully set forth herein; and

**WHEREAS**, the Proposed Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Department of Fish and Game Code.

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

**Section 1.** The City Council finds that the Initial Study and Mitigated Negative Declaration identified that the project would result in the following environmental issues to have mitigated less than significant impacts or no significant impact: Aesthetics; Agriculture and Forestry Resources; Air Quality; Biological Resources; Cultural Resources; Energy; Geology and Soils; Greenhouse Gas Emissions; Hazard and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; Mineral Resources; Noise; Population and Housing; Public Services; Recreation; Transportation; Tribal Cultural Resources; Utilities and Service Systems; and Wildfire.

**Section 2.** The City Council has reviewed and considered the Initial Study and Mitigated Negative Declaration with the comments received during the public review process, prior to acting on the project.

**Section 3.** The City Council finds, based on the whole record before it, including the Initial Study and Mitigated Negative Declaration and any comments received, that there is no substantial evidence that the project will have a significant effect on the environment, and that the Mitigated Negative Declaration reflects the City's independent judgement and analysis. Therefore, the City Council hereby adopts the Mitigated Negative Declaration.

**Section 4.** Consistent with CEQA Guideline section 15074, the documents which constitute the record of proceedings for approving this project are located in the Public Works Department, 711 W Cinnamon Drive, Lemoore, CA 93245.

**Section 5.** The mitigation measures in the IS/MND are made a condition of approval of the Project and a MMRP is included in the IS/MND, attached as Exhibit B, is adopted.

**Section 6.** Following adoption of this Resolution, City staff is authorized and directed to file with the County of Kings a Notice of Determination pursuant to CEQA.

**Section 7.** The City Clerk shall certify to the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect.

**PASSED and ADOPTED** by the City Council of the City of Lemoore at a regular meeting held on the 5<sup>th</sup> day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

---

Marisa Avalos, City Clerk

APPROVED:

---

Edward Neal, Mayor



**PUBLIC REVIEW DRAFT**

**INITIAL STUDY/  
MITIGATED NEGATIVE DECLARATION**

**CITY OF LEMOORE WATER TREATMENT PLANTS PROJECT  
CITY OF LEMOORE, CALIFORNIA**



**LSA**

September 2019

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**PUBLIC REVIEW DRAFT**

**INITIAL STUDY/  
MITIGATED NEGATIVE DECLARATION**

**CITY OF LEMOORE WATER TREATMENT PLANTS PROJECT  
CITY OF LEMOORE, CALIFORNIA**

Submitted to:

City of Lemoore  
711 W. Cinnamon Drive  
Lemoore, California 93245

Prepared by:

LSA  
7086 North Maple Avenue, Suite 104  
Fresno, California 93720  
559.490.1210

Project No. LMR1901



September 2019

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## LIST OF ABBREVIATIONS AND ACRONYMS

AAQS	Ambient Air Quality Standards
AB	Assembly Bill
APN	Assessor's Parcel Number
bgs	below ground surface
BMPs	Best Management Practices
CalEEMod	California Emissions Estimator Model
Caltrans	California Department of Transportation
CARB	California Air Resource Board
CBC	California Building Code
CDFW	California Department of Fish and Wildlife
CEC	California Energy Commission
CESA	California Endangered Species Act
CF	Community Facilities (Zoning)
CFC	California Fire Code
CH <sub>4</sub>	methane
City	City of Lemoore
CMU	concrete masonry unit
CNDDDB	California Natural Diversity Database
CNEL	community noise equivalent level
CO	carbon monoxide
CO <sub>2</sub>	carbon dioxide
CO <sub>2</sub> e	CO <sub>2</sub> equivalents
dB	decibel
dBA	A-weighted sound level
DDW	California Department of Drinking Water
EBMUD	East Bay Municipal Utility District
FEMA	Federal Emergency Management Agency
FESA	Federal Endangered Species Act
FHWA	Federal Highway Administration

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GAC	Granular Activated Carbon
GHGs	greenhouse gas emissions
gpm	gallons per minute
GWP	Global Warming Potential
KART	Kings Area Rural Transit
L <sub>dn</sub>	day-night average level
L <sub>eq</sub>	equivalent continuous sound level
L <sub>max</sub>	maximum instantaneous noise level
LVFD	Lemoore Volunteer Fire Department
MBTA	Migratory Bird Treaty Act
MG	million gallon
MRZ	Mineral Resource Zone
N <sub>2</sub> O	nitrous oxide
NAAQS	National Air Quality Standards
NAHC	California State Native American Heritage Commission
NMFS	National Marine Fisheries Service
NO <sub>2</sub>	nitrogen dioxide
NO <sub>x</sub>	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
O <sub>3</sub>	ozone
PG&E	Pacific Gas & Electric
PM	particulate matter
PM <sub>2.5</sub>	particulate matter less than 2.5 microns in diameter
PM <sub>10</sub>	particulate matter less than 10 microns in diameter
PR	Parks and Recreation/Ponding Basin (Zoning)
project	City of Lemoore Water Treatment Plants Project
RMD	Medium Density Residential (Zoning)
ROG	reactive organic gases
RPA	Registered Professional Archeologist
RWQCB	Regional Water Quality Control Board
SB	Senate Bill

---



SJVAB	San Joaquin Valley Air Basin
SJVAPCD	San Joaquin Valley Air Pollution Control District
SLF	Sacred Lands File
SMARA	Surface Mining and Reclamation Act
SO <sub>2</sub>	sulfur dioxide
SSJVIC	Southern San Joaquin Valley Information Center
State	State of California
SWPPP	Storm Water Pollution Prevention Plan
TACs	toxic air contaminants
TOC	total organic carbon
TTHM	total trihalomethane
USACE	U.S. Army Corps of Engineers
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service
VHFHSZ	Very High Fire Hazard Severity Zone
VMT	vehicle miles traveled
WTPs	Water Treatment Plants
WWTP	wastewater treatment plant



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## 1.0 PROJECT INFORMATION

**1. Project Title:**

City of Lemoore Water Treatment Plants Project

**2. Lead Agency Name and Address:**

City of Lemoore  
711 W. Cinnamon Drive  
Lemoore, CA 93245

**3. Contact Person and Phone Number:**

Amanda Champion | (559) 924-6744 ext. 701

**4. Project Location:**

Well Site 7 is located on the west side of the City along Bush Street across the street from West Hills College. Well Site 11 is located on the north side of the City at the northeast corner of the intersection of Glendale Avenue and 18<sup>th</sup> Avenue.

**5. Project Sponsor's Name and Address:**

City of Lemoore  
711 W. Cinnamon Drive  
Lemoore, CA 93245

**6. General Plan Designation:**

Well Site 7 is designated Public/Institutional and Well Site 11 is designated Transportation/Utilities/Right-of-Way (ROW).

**7. Zoning:**

Well Site 7 is zoned Public Services and Community Facilities (CF) and Medium Density Residential (RMD) and Well Site 11 is zoned Parks and Recreation/Ponding Basin (PR).

**8. Description of Project :**

The proposed project would include the installation of water treatment plants at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply.

**9. Surrounding Land Uses and Setting:**

Well Site 7 is bounded to the north by Union Pacific Railroad tracks, to the east by vacant land, to the south by Bush Street, and to the west by vacant land. Land uses in the vicinity of the site include West Hills College and vacant land. In addition, a planned residential development would be located approximately 80 feet west of the site boundary.

Well Site 11 is bounded to the north and east by vacant land, to the south by Glendale Avenue, and to the west by 18<sup>th</sup> Avenue and almond groves. Land uses in the vicinity of the site include single-family residential land uses and vacant and agricultural land.

**10. Other Public Agencies Whose Approval is Required (e.g., permits, financial approval, or participation agreements):**

None.

**11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resource Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.??**

California Native American tribes traditionally and culturally affiliated with the project site and area were notified of the proposed project on August 15, 2019. No tribes have requested consultation and the City has fulfilled its obligations pursuant to AB 52.

## 2.0 PROJECT DESCRIPTION

The following describes the proposed Water Treatment Plants (WTPs) Project in the City of Lemoore (City). Groundwater in the Lemoore region is characterized by the presence of naturally occurring total organic carbon (TOC) and other contaminants. When TOC concentrations are elevated, higher than typical concentrations of chlorine are needed to meet regulated potable water disinfection criteria. A consequence of this relationship is the potential for the development of disinfection byproducts such as total trihalomethane (TTHM). On October 27, 2014, the California Department of Drinking Water (DDW) issued TTHM Compliance Order No. 03-12-14R-004 to the City to address the presence of TTHM above its regulated levels. The proposed project would include the construction of two new WTPs (Station 7 WTP and Station 11 WTP) at two existing well sites, Well Site 7 and Well Site 11, to comply with the DDW compliance order.

### 2.1 PROJECT SITES

The following section describes the location and site characteristics for the project areas and provides a brief overview of the existing land uses within and in the vicinity of the sites.

#### 2.1.1 Location

The proposed project would include the installation of WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply. Figure 2-1 shows the regional location of these well sites.

Well Site 7 is located on the west side of the City along Bush Street across the street from West Hills College, as shown in Figure 2-2. Well Site 7 is bounded to the north by Union Pacific Railroad tracks, to the east by vacant land, to the south by Bush Street, and to the west by vacant land. Land uses in the vicinity of the site include West Hills College and vacant land. In addition, a planned residential development would be located approximately 80 feet west of the site boundary.

Well Site 11 is located on the north side of the City at the northeast corner of the intersection of Glendale Avenue and 18<sup>th</sup> Avenue, as shown in Figure 2-3. Well Site 11 is bounded to the north and east by vacant land, to the south by Glendale Avenue, and to the west by 18<sup>th</sup> Avenue and almond groves. Land uses in the vicinity of the site include single-family residential land uses and vacant and agricultural land.

#### 2.1.2 Site Characteristics and Current Site Conditions

The City of Lemoore has 11 active groundwater wells with the capacities listed in Table 2.A.

Of the City's wells, Wells 7, 13, and 14 can currently pump into the storage reservoir at Well Site 7 and Wells 2, 4, 5, 6, 10, and 11 can currently pump into the storage reservoir at Well Site 11.

**Table 2.A: City of Lemoore Existing Wells Capacity**

Well Number	Design Capacity (gallons per minute)
2	Emergency Backup
4	1,850
5	1,850
6	1,100
7	750
9	900 <sup>1</sup>
10	2,200
11	800
12	1,150
13	1,150
14	1,150

Source: Carollo (January 2019).

<sup>1</sup> Serves process water to Olam Tomato Processing Plant and is the 2nd emergency backup well to the City.

#### 2.1.2.1 Well Site 7

The Station 7 WTP would be located at Well Site 7. As shown in Figure 2-4, Well Site 7 currently consists of a 1.5 million gallon (MG) storage reservoir, a booster pump station, a sodium hypochlorite chemical feed system, Well 7, and a solar field. In addition, a new 1.5 MG reservoir is in the process of being constructed north of the existing water storage reservoir. A 12-inch sewer line runs along the west side of the plant.

#### 2.1.2.2 Well Site 11

The Station 11 WTP would be located at Well Site 11. As shown in Figure 2-5, Well Site 11 consists of a 0.9 MG storage reservoir, a booster pump station, a sodium hypochlorite chemical feed system, Well 11, and a solar field. The City has plans to construct a new 0.9 MG storage reservoir on the south side of the existing reservoir. The existing site has a stormwater detention basin located on the west side of the existing storage reservoir and a 6-inch sewer line running along the east side of the site.



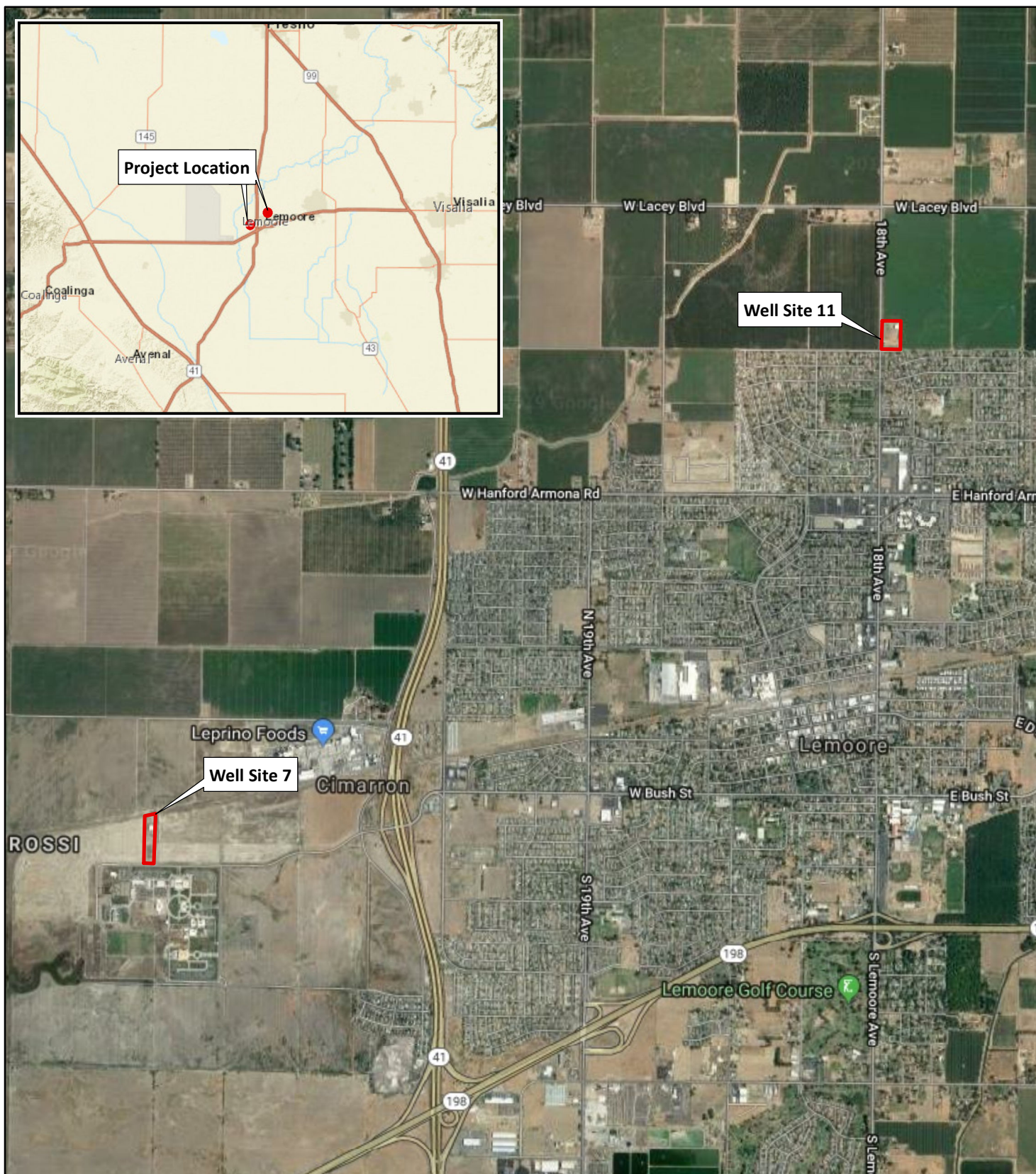


FIGURE 2-1

LSA

LEGEND

Project Sites



0 1250 2500  
FEET

SOURCE: Google Maps Hybrid (05/2019).

I:\LMR1901\GIS\Maps\Figure 1\_Regional Site Location.mxd (6/28/2019)

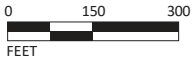
City of Lemoore Water Treatment Plants Project  
Lemoore, Kings County, California  
Regional Site Location





FIGURE 2-2

LSA



Well Site 7

City of Lemoore Water Treatment Plants Project  
Well Site 7 Location

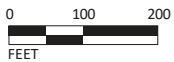
SOURCES: GOOGLE EARTH, 6-30-19; LSA, 2019.

FRE10\P\LMR1901 Lemoore Water Treatment Plant\PRODUCTS\Graphics\Fig\_2.ai (7/17/19)





LSA



Well Site 11

FIGURE 2-3

City of Lemoore Water Treatment Plants Project  
Well Site 11 Location

SOURCES: GOOGLE EARTH, 6-30-19; LSA, 2019.

FRE10\P\LMR1901 Lemoore Water Treatment Plant\PRODUCTS\Graphics\Fig\_3.ai (7/17/19)



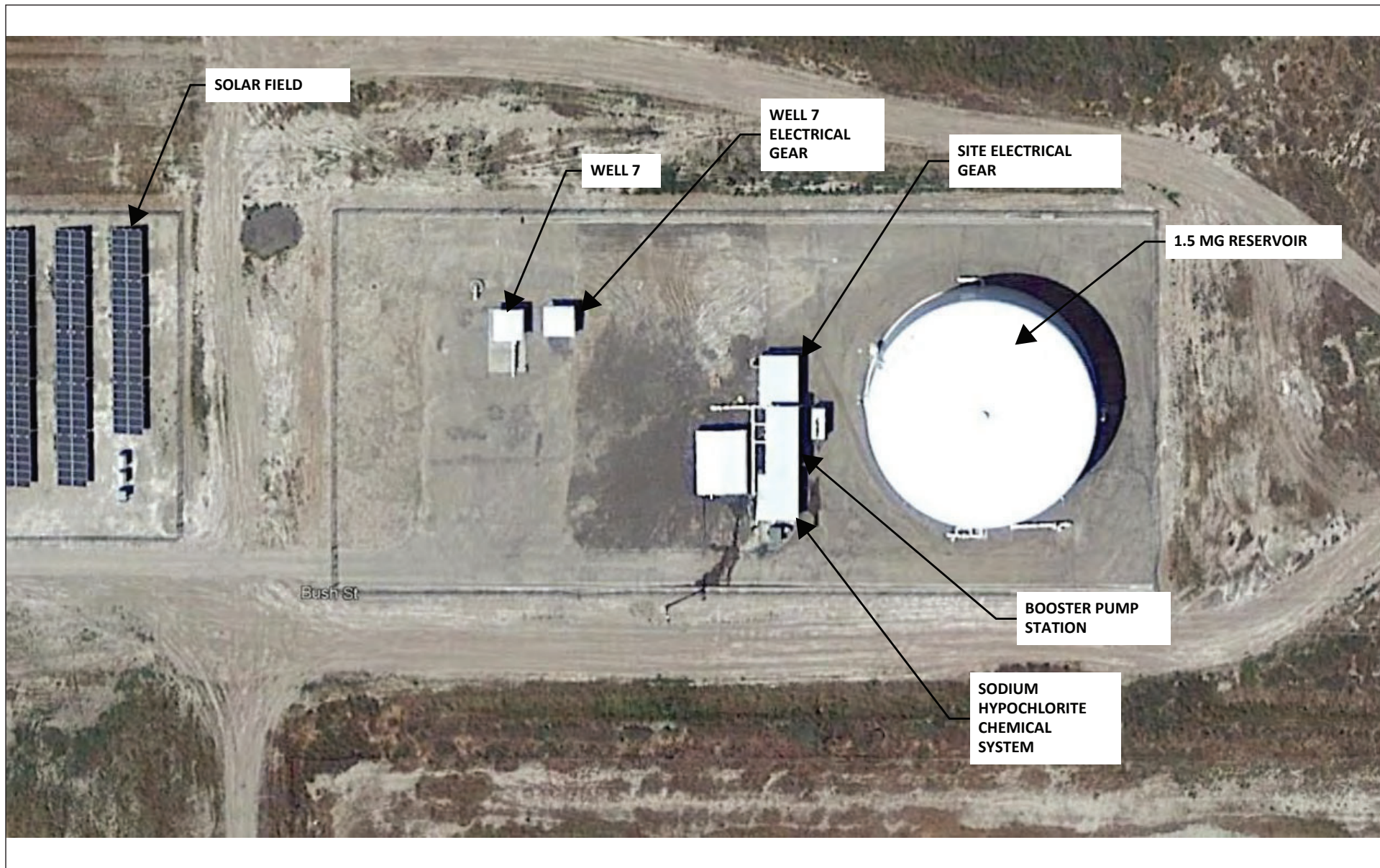


FIGURE 2-4

LSA



NOT TO SCALE

SOURCE: CAROLLO, JANUARY 2019.

FRE10\P\LMR1901 Lemoore Water Treatment Plant\PRODUCTS\Graphics\Fig\_4.ai (6/28/19)

*City of Lemoore Water Treatment Plants Project*  
Well Site 7 Existing Conditions





FIGURE 2-5

LSA



NOT TO SCALE

SOURCE: CAROLLO, JANUARY 2019.

FRE10\P\LMR1901 Lemoore Water Treatment Plant\PRODUCTS\Graphics\Fig\_5.ai (6/28/19)

City of Lemoore Water Treatment Plants Project  
Well Site 11 Existing Conditions

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## 2.2 PROPOSED PROJECT

### 2.2.1 Process Description

This section provides a basic description of the treatment processes that are proposed for both the Station 7 WTP and Station 11 WTP. These processes are listed below in order of their proposed treatment sequence.

1. pH Reduction
2. Ozone Injection
3. Granular Activated Carbon (GAC) Filtration
4. Ion Exchange Filtration
5. pH Stabilization
6. Disinfection

#### 2.2.1.1 pH Reduction

The proposed WTPs would decrease pH at the plant influent at Station 7 to approximately 7.5 and Station 11 to approximately 8.0 from the current range of 8.9 – 9.2 to 7.5 to minimize the formation of bromate during subsequent ozonation such that the maximum contaminant level is not exceeded. Bromate in the presence of organics leads to the formation of disinfection byproducts, which are regulated as a drinking water contaminant. pH reduction would be achieved through dosing of 93 percent sulfuric acid.

The acid would be stored onsite in a carbon steel tank and would be pumped into the influent pipeline upstream of a static mixer.

#### 2.2.1.2 Ozone Injection

Ozone would be used to begin the process of breaking down naturally occurring TOC to improve the effectiveness of subsequent treatment steps and to reduce color and provide dissolved oxygen in the water. An onsite ozone generation system utilizing sidestream injection would be used. Ozone would be generated using 100 percent liquid oxygen, stored onsite in a cryogenic tank, and would be converted to gaseous oxygen with a pressure reducing station.

#### 2.2.1.3 GAC Filtration

GAC filtration in combination with ozone would assist in the removal of TOC, ammonia, particulate iron, sulfur, and turbidity. Removal of TOC and ammonia would occur through biological degradation resulting from biofilm that grows on the GAC media. The remaining chemicals would be removed through physical separation (filtration). The Station 7 WTP system would use six pressure vessels and the Station 11 WTP system would use 12 pressure vessels. The pressure vessels at each station would be filled with a dual layer of media consisting of ADGS+ media for filtration overlain by GAC media and would be operated in parallel and at a constant rate in which plant flow is split

evenly across the vessels. The pressure vessels would be backwashed based on total cumulative flow and filter head loss set-points. Backwash water would be supplied by the City's distribution system and backwash flow would be equalized into an equalization tank for subsequent discharge into the sewer system.

#### 2.2.1.4 Ion Exchange

The project would include an ion exchange system with TOC-selective anion resin to provide additional TOC removal. The Station 7 WTP system would use six ion exchange pressure vessels and the Station 11 WTP system would use 12 pressure vessels for handling maximum plant flow rates. The ion exchange vessels would be operated in parallel and at a constant rate similar to GAC filtration. The ion exchange resin would be regenerated using saline brine based on a total cumulative flow set-point. Regeneration would occur via an onsite brine maker and brine transfer system. At Station 7, some of the non-brine portions of the ion exchange process would be disposed into the sewer and brine waste would be stored onsite in an equalization tank for subsequent management offsite. For Station 11, brine waste would undergo an additional coagulation and settlement process to precipitate arsenic which also occurs naturally in the wells feeding the plant. Once arsenic is removed, the spent brine would be disposed of offsite. Arsenic sludge would be characterized, sufficiently dried, and periodically disposed of offsite. The City estimates that two loads of liquid brine would be off-hauled daily (one load from each site) to the East Bay Municipal Utility District (EBMUD) facility and one load of dewatered solid arsenic/brine wastes would be off-hauled every 3 months to Waste Management Kettleman Hills Landfill.

#### 2.2.1.5 pH Stabilization

pH stabilization would be performed by dosing 50 percent caustic soda solution to increase the pH to at least 8.5. Caustic soda would be stored at both sites in a polyethylene tank and would be pumped into the effluent pipeline upstream of a static mixer. All chemical storage would be within proper secondary containment.

#### 2.2.1.6 Disinfection

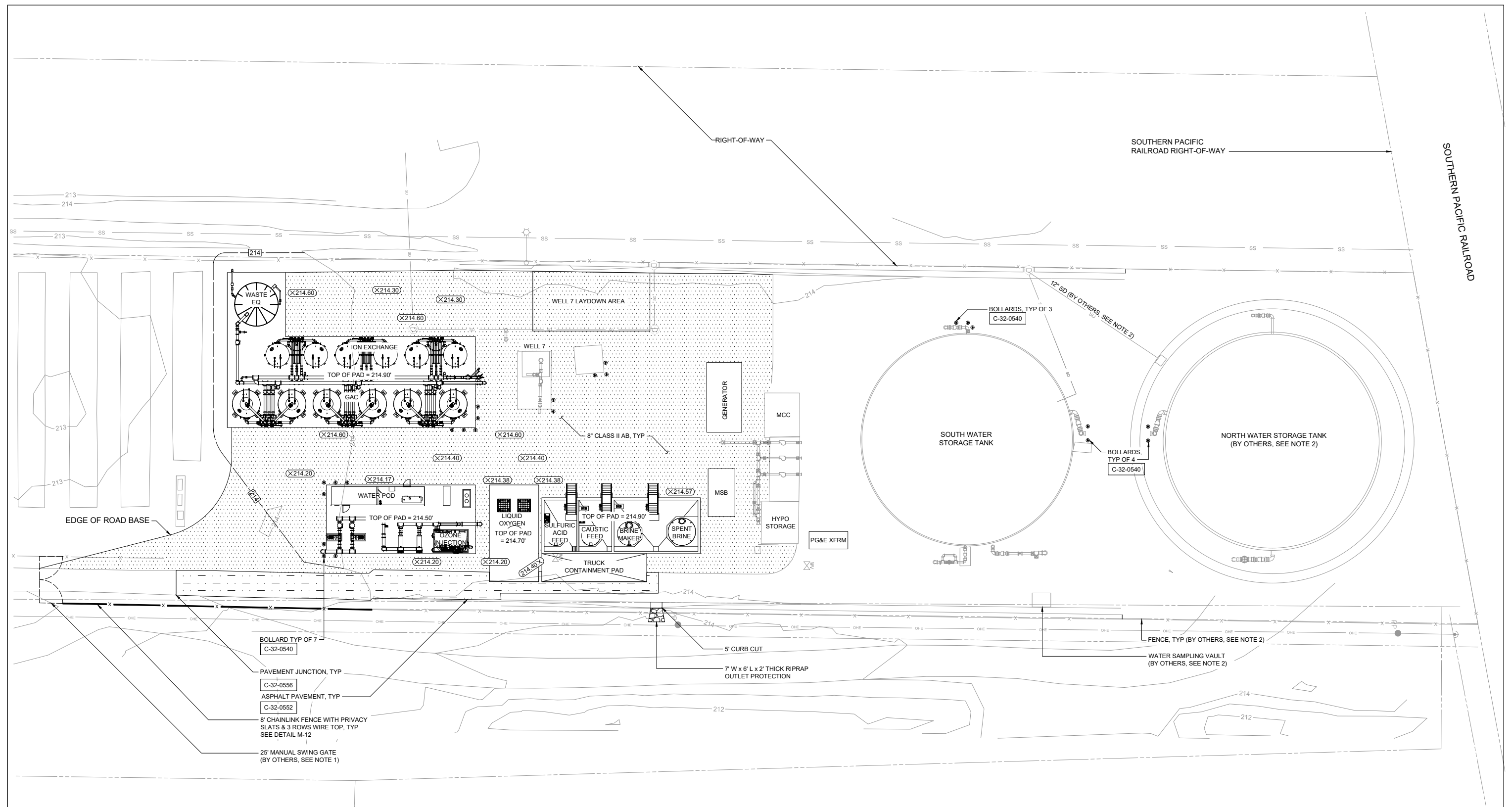
The existing sodium hypochlorite chemical injection system at Site 7 and Site 11 would be utilized at the plant effluent by moving the dosing point from its present location to just downstream of the caustic soda injection point.

### 2.2.2 Well Site 7 Layout and Process Considerations

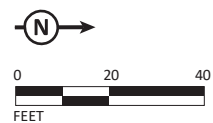
The Station 7 WTP has been designed to accommodate between 1,750 gallons per minute (gpm) and 3,500 gpm of flow. Water would flow to the WTP directly from the City's groundwater wells that currently feed the site (Wells 7, 13, and 14) and pressure would be boosted at the WTP to provide adequate pressure to transfer the water through each treatment process and into the onsite storage reservoir.

The Station 7 WTP would be located between Well 7 and the solar field. The size of the new WTP would be approximately 240 feet by 130 feet. A new 1.5 MG reservoir is currently being construction north of the existing reservoir. The Station 7 WTP layout is shown in Figure 2-6.





LSA



SOURCE: CITY OF LEMOORE, JULY 2019.

FRE10\P\LMR1901 Lemoore Water Treatment Plant\PRODUCTS\Graphics\Fig\_6.ai (8/20/19)

City of Lemoore Water Treatment Plants Project  
Water Treatment Plant Station 7 Site Plan

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Influent water from Wells 7, 13, and 14 would enter the treatment facility from the southeast. The plant influent line would connect into the existing 12-inch line from Wells 13 and 14. The Well 7 discharge line would also connect into the existing Wells 13/14 line. Treated water would exit the plant at the northeast. A new line would be constructed to connect into the portion of the Well 7 and Well 13 and 14 lines that go to the storage reservoir. Both of these lines would be needed when the plant is operating at full production capacity. Provisions would be made to provide a connection between these two lines and the new storage reservoir.

The Station 7 WTP site would locate chemical tanks on the east side, close to the access road. Chemical delivery trucks would park and offload next to the chemical tanks. Parking would be provided along the drive areas adjacent to the pressure vessel area and north of the WTP in the paved area.

The sulfuric acid and caustic soda tanks would be enclosed on three sides with a specially-coated concrete masonry unit (CMU) wall and the fourth side with chain link fencing that includes privacy slats and three-strand barb wire. Eight-foot-tall fencing with privacy slats and three-strand barb wire would also be added around the complete perimeter of the Well 7 Site to provide site security.

### **2.2.3 Well Site 11 Layout and Process Considerations**

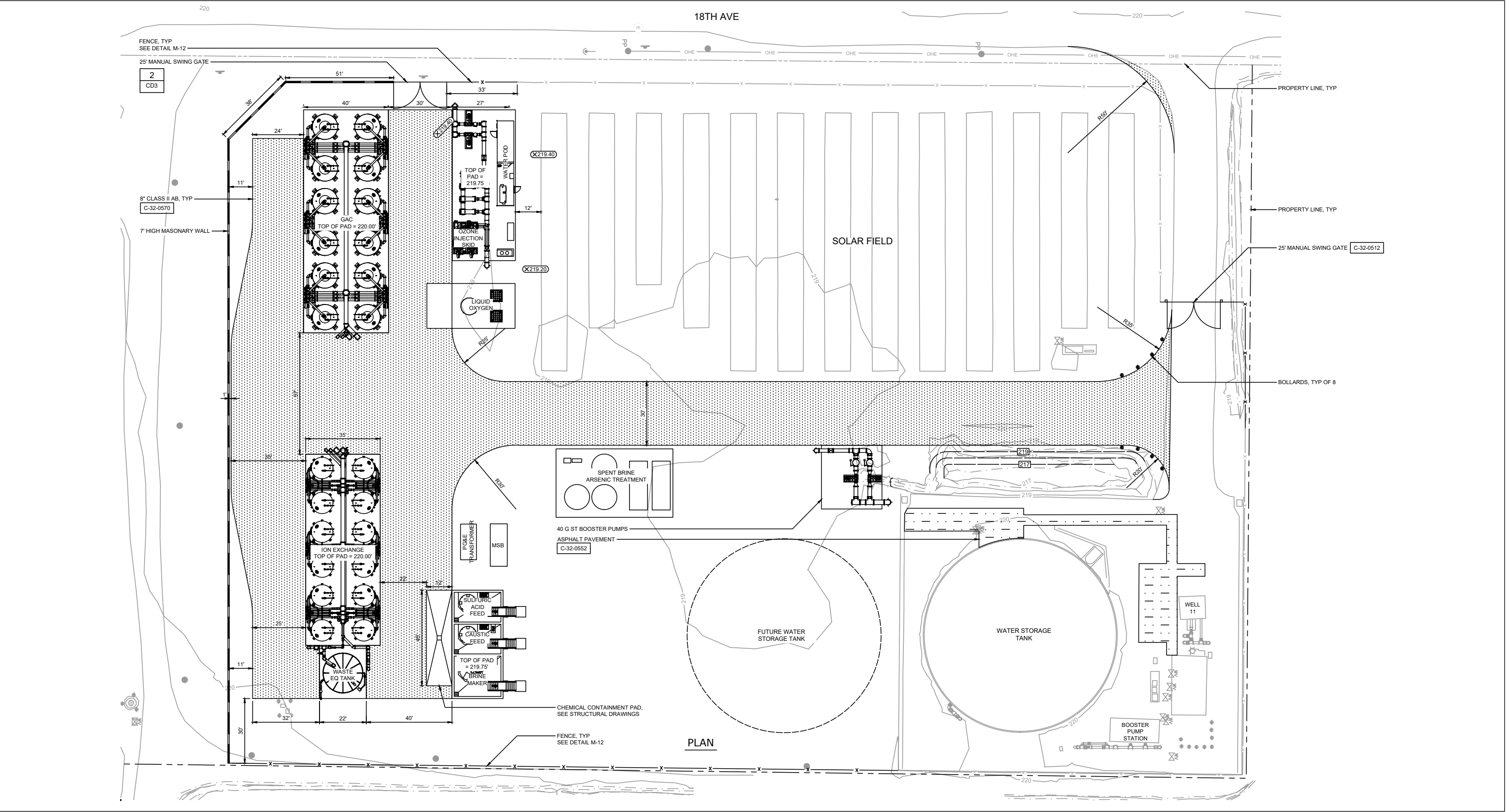
The Station 11 WTP has been designed to accommodate between 3,500 gpm and 7,000 gpm. Water would flow to the WTP directly from the City's groundwater wells that currently feed the site (Wells 2, 4, 5, 6, 10, and 11) and pressure would be boosted at the WTP to provide adequate pressure to transfer the water through each treatment process and into the onsite storage reservoir.

The Station 11 WTP would be located south of the Well 11 Water Storage Reservoir. Space is reserved for a potential second water storage reservoir immediately south of the existing Water Storage Reservoir. The size of the new WTP would be approximately 120 feet by 280 feet. The Station 11 WTP layout is shown in Figure 2-7.

Influent water from Wells 2, 4, 5, and 6 would enter the treatment facility from the north wellfield in an 18-inch line west of the WTP site. Flow into the WTP would connect into the existing 18-inch north wellfield line and run south of the existing solar field to the new treatment facility. A new line would be needed to bring water from the Well 11 transmission line and tie-in to the new plant influent line. This line should be designed for Well 11 capacity plus approximately 2,000 gpm of future flow from a future well. A new line would be needed to connect Well 11 into the new plant influent line.

The City indicated the design of a new north wellfield line is in process with plans for construction in the near future. This new line is being designed to accommodate 3,000 gpm from the north wellfield and 1,200 gpm from Well 11. The new line would also be extended to the south side of the solar field with connections provided for a Well 11 tie-in and a tie-in to the new plant influent line. This analysis assumes this new north wellfield line would not be completed before the Station 11 WTP. As such, accommodations have been made to provide a tie-in point on the new WTP influent line for the future north wellfield line.

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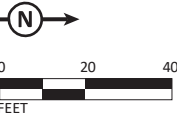


FIGURE 2-7

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Treated water would exit the Station 11 WTP at the north side and would run west of the future storage reservoir to a vault that houses a new chlorine injection point. From this vault, a future stubout would be provided for the future reservoir. The treated water line would extend from the vault and connect to the existing tank at blend line and north wellfield connection points. Both of these connections would be necessary to accommodate maximum plant flow rates.

Entrance to the site would continue to occur at the north end at the current entrance to the Well 11 Site. The project includes the construction of a road that would run east of the solar field to the Station 11 WTP.

The Station 11 WTP site would locate chemical tanks on the east side, close to the access road. Chemical delivery trucks would park and offload next to the chemical tanks. Parking would be provided along the drive areas adjacent to the pressure vessel area and north of the WTP in the paved area.

The sulfuric acid and caustic soda tanks would be enclosed on three sides with a CMU wall and the fourth side with chain link fencing that includes privacy slats and three-strand barb wire. Eight-foot-tall fencing with privacy slats and three-strand barb wire would also be added around the complete perimeter of the Well 11 Site to provide site security. In addition, a 7-foot-tall CMU wall would be added along the southern border of the site, approximately 80-feet along 18th Street, to screen the residential area from the Station 7 WTP.

#### **2.2.4 Project Operation**

The proposed WTPs would both operate 18 to 24 hours a day 7 days a week and staff operations would occur 4 hours day, Monday through Friday. Current staff visits to the site would remain the same at both well sites with implementation of the proposed project. Two maintenance workers would continue to visit the sites daily.

As identified above, both sites would have chain link fencing with privacy slats and three-strand barb wire or CMU walls would constructed around the complete perimeters to provide site security. In addition, both sites would have lighting that would provide complete coverage around the sites. A portion of the lighting would be security lighting that would turn on and off based on photovoltaic sensors. The remaining lighting would be operated from a single switch in the control rooms.

Each site would include various safety equipment, including wall mounted fire extinguishers in the control room and ozone generator room, emergency shower/eye wash systems within the sulfuric acid and caustic soda spill prevention areas, ozone and oxygen gas detection equipment wired to an audible alarm in the control room control room and ozone generator room, and two emergency stop push buttons at each site that immediately shut down the WTPs.

#### **2.2.5 Construction**

Construction for both WTPs would occur on City-owned land and within the boundaries of the existing well sites. Both well sites would continuously operate throughout the entire duration of construction. Construction of the proposed project would begin October 2019 and would be

completed by November 2020. Construction activities and equipment for both of WTPs includes the following:

- Shallow soil excavation and re-compaction using bulldozers;
- Limited trenching for conveyance pipelines and electrical duct bank installation using backhoes;
- Forming and pouring of concrete foundation slabs and equipment pads using typical equipment;
- Installation of process vessels, tanks and electrical power and controls using a crane and reach-lift; and
- Site resurfacing including minor paving using typical equipment.

All site utilities would be located before digging and the contractor would coordinate with Pacific Gas & Electric (PG&E) when digging within 10 feet of overhead power poles. The Station 7 WTP may require relocation of the Well 7 pump-to-waste drain, solar field electrical feed line to the existing electrical panels, stormwater manhole, and fencing along the south side to accommodate the Station 7 WTP. The Station 11 WTP would require relocation of the irrigation system backflow device and control boxes, fencing along the south side of the storage reservoir, and fencing along the south and east side of the solar field to accommodate the Station 11 WTP.

At the Station 7 WTP, all process equipment would be placed on concrete slab on grade pads. All other areas would consist of a compacted road base. To minimize excavation and grading, the WTP area would slope from north to south similar to the existing slope. Stormwater collection points would be provided and tie into the existing stormwater system. Concrete surfaces without spill containment curbs would be sloped at 1 to 2 percent to facilitate drainage. The total ground disturbance area for the Station 7 WTP would be approximately 27,000 square feet with a maximum excavation depth of 5 feet. Approximately 500 cubic yards of soil off-haul would be required.

At the Station 11 WTP, all process equipment would be placed on concrete slab on grade pads. All other areas would consist of a compacted road base. To minimize excavation and grading, the WTP area would slope from north to south similar to the existing slope. Stormwater collection points would be provided and tie into the existing stormwater system. The existing Well 11 site contains a detention pond to capture stormwater. Concrete surfaces without spill containment curbs would be sloped at 1 to 2 percent to facilitate drainage. The total ground disturbance area for the Station 11 WTP would be approximately 47,000 square feet with a maximum excavation depth of 5 feet. Approximately 750 cubic yards of soil off-haul would be required.

## 2.3 APPROVALS/PERMITS

While the City is the CEQA Lead Agency for the project, other agencies also have discretionary authority related to the project and approvals, or serve as a responsible and/or trustee agency in connection to the project. A list of these agencies and potential permits and approvals that may be required is provided below.

- City of Lemoore, adoption of the IS/MND
- City of Lemoore, demolition, grading and public works and/or building permit approval
- City of Lemoore approval for water, wastewater, and stormwater connections
- California State Water Resources Control Board Division of Drinking Water (e.g., permits to operate)
- San Joaquin Valley Air Pollution Control Board (e.g., Dust Control Plan Approval letter and compliance with Rule 9510 – Indirect Source Review)
- Central Valley Regional Water Quality Control Board

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### 3.0 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist in Chapter 4.0.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Aesthetics                | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality                        |
| <input type="checkbox"/> Biological Resources      | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Energy                             |
| <input type="checkbox"/> Geology/Soils             | <input type="checkbox"/> Greenhouse Gas Emissions           | <input type="checkbox"/> Hazards & Hazardous Materials      |
| <input type="checkbox"/> Hydrology/Water Quality   | <input type="checkbox"/> Land Use/Planning                  | <input type="checkbox"/> Mineral Resources                  |
| <input type="checkbox"/> Noise                     | <input type="checkbox"/> Population/Housing                 | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Recreation                | <input type="checkbox"/> Transportation                     | <input type="checkbox"/> Tribal Cultural Resources          |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire                           | <input type="checkbox"/> Mandatory Findings of Significance |

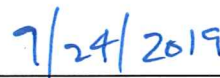
### 3.1 DETERMINATION

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Frank Rivera, Public Works Director



Date

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## 4.0 CEQA ENVIRONMENTAL CHECKLIST

### 4.1 AESTHETICS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 4.1.1 Impact Analysis

##### a. *Would the project have a substantial effect on a scenic vista?*

According to the City of Lemoore General Plan<sup>1</sup>, the most identifying feature leading the City's sense of place is its location amid lush, natural landscape in the flat plains of Kings County. In addition, views of the surrounding pasture and crop rows are considered important aesthetics in the City.

The proposed project would include the installation of WTPs at Well Site 7 and Well Site 11. Well Site 7 is located on the west side of the City along Bush Street across the street from West Hills College. Well Site 7 currently consists of a 1.5 MG storage reservoir, a booster pump station, a sodium hypochlorite chemical feed system, Well 7, and a solar field. In addition, a new 1.5 MG reservoir is in the process of being constructed north of the existing water storage reservoir.

Well Site 11 is located on the north side of the City at the northeast corner of the intersection of Glendale Avenue and 18<sup>th</sup> Avenue. Well Site 11 consists of a 0.9 MG storage reservoir, a booster pump station, a sodium hypochlorite chemical feed system, Well 11, and a solar field. The City has plans to construct a new 0.9 MG storage reservoir on the south side of the existing reservoir. The site also has a stormwater detention basin located on the west side of the existing storage reservoir.

None of the visual changes that would result from implementation of the proposed project would result in a substantial adverse effect on a scenic vista. Planned improvements associated with the WTPs at each site include chemical tanks, access roads and parking, landscaping, fencing, and lighting. The most evident new feature within viewsheds would be the chemical tanks; however, the

<sup>1</sup> Lemoore, City of, 2008. *City of Lemoore 2030 General Plan*. May.

chemical tanks would not be of such physical prominence that their presence would significantly affect a scenic vista. In addition, the planned improvements would be consistent in visual character with the existing facilities at the well sites.

During construction of planned improvements, additional vehicles, workers, and materials coming to and from the well sites, and site preparation activities would be visible from travelers along adjacent roadways and from adjacent uses. However, construction activities would occur within the existing well sites and would be intermittent and of relatively short duration.

Planned improvements would not include any tall structures or landscaping that would reduce, obstruct, or degrade scenic vistas. Therefore, the implementation of the proposed project would have a less-than-significant impact on scenic vistas.

*b. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

The California Department of Transportation (Caltrans) Landscape Architecture Program administers the Scenic Highway Program, contained in the State Streets and Highways Code, Sections 260–263. State highways are classified as either Eligible for Scenic Designation, Officially Designated, or Connecting Federal Highway. The proposed project is not located within a State Scenic Highway and would not damage scenic resources within such a highway. Therefore, the proposed project would have no impact.

*c. In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

Implementation of the proposed project could result in the following visual changes to both well sites: chemical tanks, fencing, gates, access roads, parking, lighting, and signage. Located within existing well sites, the planned improvements are appropriate for these locations and would be visually compatible with the character of the well sites. Therefore, the visual character of the sites would not be degraded because the sites would maintain their existing character as well sites with treatment facilities. Therefore, implementation of the proposed project would not substantially degrade the existing visual character of the site or the surrounding area. This impact would be less than significant.

*d. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

Glare is the result of improperly aimed or blocked lighting sources that are visible against a dark background such as the night sky. Glare may also refer to the sensation experienced looking into an excessively bright light source that causes a reduction in the ability to see or causes discomfort. Glare generally does not result in illumination of off-site locations but results in a visible source of light viewable from a distance.

Site lighting on both sites would be designed to provide complete coverage around the sites. A portion of the lighting would be security lighting that would turn on and off based on photovoltaic sensors and the remaining lighting would be operated from a single switch in the control room at each site. All exterior lighting would be light-emitting diode fixtures and would comply with Title 24 Part 6 of the California Energy Code. The street lighting would be designed to be consistent with the standards to avoid the creation of intrusive lighting and glare within the immediate project area. Therefore, light and glare impacts would be considered less than significant.

## 4.2 AGRICULTURE AND FORESTRY RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 4.2.1 Impact Analysis

- a. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

Both Well Site 7 and Well Site 11 are classified as Urban and Built-Up Land.<sup>2</sup> The project sites are not zoned for agricultural uses and are not enrolled in a Williamson Act Contract.<sup>3</sup> The project sites are not located on land that is designated as Prime Farmland or Farmland of State Importance. Therefore, implementation of the proposed project would not result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the Kings County Important Farmland Map, to a non-agricultural use. As such, implementation of the proposed project would result in no impact to agricultural resources.

- b. Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?*

The Land Use Element of the City of Lemoore General Plan currently designates Well Site 7 as Public/Institutional and designates Well Site 11 as Transportation/Utilities/ROW. The zoning designation for Well Site 7 is Public Services and Community Facilities (CF) and Medium Density Residential (RMD) and the zoning designation for Well Site 11 is Parks and Recreation/Ponding Basin (PR). In addition, the project sites are not zoned for agricultural uses and are not enrolled in a

<sup>2</sup> California Department of Conservation, 2016. *Kings County Important Farmland 2016*.

<sup>3</sup> Ibid.

Williamson Act Contract. Therefore, the proposed project would have no impact on zoning designations for agricultural and farmland use or land currently under a Williamson Act contract.

- c. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?*

The project sites are not zoned for, nor would they require the rezoning of, any existing parcels or land use designations, including forest land or timberland uses. In addition, there is no forest land or timberland subject to the Public Resources Code within the vicinity of the project sites. Therefore, the proposed project would have no impact to forestland or timberland.

- d. Would the project result in the loss of forest land or conversion of forestland to non-forest use?*

See Response 4.2.1.c. The proposed project would not convert forest land to non-forest use and would not result in the loss or conversion of forest land to a non-forest use.

- e. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

As stated previously, the project sites are currently utilized as existing well sites, and therefore would not convert farmland to a non-agricultural use. In addition, the project sites would not contribute to environmental changes that would result in conversion of farmland to non-agricultural use. Therefore, no impacts to farmland or forest land would occur.

### 4.3 AIR QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 4.3.1 Impact Analysis

##### *a. Would the project conflict with or obstruct implementation of the applicable air quality plan?*

The City of Lemoore is part of the San Joaquin Valley Air Basin (SJVAB), which is within the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The SJVAPCD is responsible for air quality regulation within the eight-county San Joaquin Valley region.

Both the State of California (State) and the federal government have established health-based Ambient Air Quality Standards (AAQS) for six criteria air pollutants: carbon monoxide (CO), ozone (O<sub>3</sub>), nitrogen dioxide (NO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), lead, and suspended particulate matter (PM<sub>2.5</sub> and PM<sub>10</sub>). The SJVAB is designated as non-attainment for O<sub>3</sub> and PM<sub>2.5</sub> for federal standards and non-attainment for O<sub>3</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> for State standards.

Air quality monitoring stations are located throughout the nation and maintained by the local air districts and State air quality regulating agencies. Data collected at permanent monitoring stations are used by the U.S. Environmental Protection Agency (USEPA) to identify regions as “attainment” or “nonattainment” depending on whether the regions meet the requirements stated in the applicable National Air Quality Standards (NAAQS). Nonattainment areas are imposed with additional restrictions as required by the USEPA. In addition, different classifications of attainment, such as marginal, moderate, serious, severe, and extreme, are used to classify each air basin in the State on a pollutant-by-pollutant basis. The classifications are used as a foundation to create air quality management strategies to improve air quality and comply with the NAAQS. The SJVAB attainment statuses for each of the criteria pollutants are listed in Table 4.A.



**Table 4.A: SJVAB Air Quality Attainment Status**

Pollutant	State	Federal
Ozone (1-hour)	Severe/Nonattainment	Standard Revoked
Ozone (8-hour)	Nonattainment	Extreme Nonattainment
PM <sub>10</sub>	Nonattainment	Attainment (Maintenance)
PM <sub>2.5</sub>	Nonattainment	Nonattainment
Carbon Monoxide	Attainment	Attainment (Maintenance)
Nitrogen Dioxide	Attainment	Unclassified/Attainment
Lead	Attainment	Unclassified/Attainment
Sulfur Dioxide	Attainment	Unclassified
Sulfates	Attainment	No Federal Regulation
Hydrogen Sulfide	Unclassified	No Federal Regulation

Source: San Joaquin Valley Air Pollution Control District (2016).

An air quality plan describes air pollution control strategies to be implemented by a city, county, or region classified as a non-attainment area. The main purpose of the air quality plan is to bring the area into compliance with the requirements of the federal and State air quality standards. To bring the San Joaquin Valley into attainment, the SJVAPCD adopted the 2016 Plan for the 2008 8-Hour Ozone Standard in June 2016 to satisfy Clean Air Act requirements and ensure attainment of the 75 parts per billion 8-hour ozone standard.<sup>4</sup>

To assure the SJVAB's continued attainment of the USEPA PM<sub>10</sub> standard, the SJVAPCD adopted the 2007 PM<sub>10</sub> Maintenance Plan in September 2007.<sup>5</sup> The SJVAPCD adopted the 2018 Plan for the 1997, 2006, and 2012 PM<sub>2.5</sub> Standards in November 2018 to address the USEPA 1997 annual PM<sub>2.5</sub> standard of 15 µg/m<sup>3</sup> and 24-hour PM<sub>2.5</sub> standard of 65 µg/m<sup>3</sup>, the 2006 24-hour PM<sub>2.5</sub> standard of 35 µg/m<sup>3</sup>, and the 2012 annual PM<sub>2.5</sub> standard of 12 µg/m<sup>3</sup>.<sup>6</sup>

CEQA requires that certain proposed projects be analyzed for consistency with the applicable air quality plan. For a project to be consistent with SJVAPCD air quality plans, the pollutants emitted from a project should not exceed the SJVAPCD emission thresholds or cause a significant impact on air quality. In addition, emission reductions achieved through implementation of offset requirements are a major component of the SJVAPCD air quality plans.

As discussed below, development of the WTPs would not result in the generation of criteria air pollutants that would exceed SJVAPCD thresholds of significance. Therefore, the proposed project would not conflict with or obstruct implementation of SJVAPCD air quality plans.

<sup>4</sup> San Joaquin Valley Air Pollution Control District, 2016. *2016 Plan for the 2008 8-Hour Ozone Standard*. June 16. Website: [www.valleyair.org/Air\\_Quality\\_Plans/Ozone-Plan-2016.htm](http://www.valleyair.org/Air_Quality_Plans/Ozone-Plan-2016.htm) (accessed July 2019).

<sup>5</sup> San Joaquin Valley Air Pollution Control District, 2007. *2007 PM<sub>10</sub> Maintenance Plan and Request for Redesignation*. Available online at: [www.valleyair.org/Air\\_Quality\\_Plans/docs/Maintenance%20Plan10-25-07.pdf](http://www.valleyair.org/Air_Quality_Plans/docs/Maintenance%20Plan10-25-07.pdf) (accessed July 2019).

<sup>6</sup> San Joaquin Valley Air Pollution Control District, 2018. *2018 Plan for the 1997, 2006, and 2012 PM<sub>2.5</sub> Standards*. November 15. Available online at: [valleyair.org/pmplans/documents/2018/pm-plan-adopted/2018-Plan-for-the-1997-2006-and-2012-PM2.5-Standards.pdf](http://valleyair.org/pmplans/documents/2018/pm-plan-adopted/2018-Plan-for-the-1997-2006-and-2012-PM2.5-Standards.pdf) (accessed July 2019).

*b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*

As identified above, the SJVAB is designated as non-attainment for O<sub>3</sub> and PM<sub>2.5</sub> for federal standards and non-attainment for O<sub>3</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> for State standards. The SJVAPCD's nonattainment status is attributed to the region's development history. Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of AAQS. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant.

In developing thresholds of significance for air pollutants, the SJVAPCD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions. Therefore, additional analysis to assess cumulative impacts is not necessary. The following analysis assesses the potential project-level air quality impacts associated with construction and operation of the proposed project.

**Short-Term (Construction) Emissions.** During construction, short-term degradation of air quality may occur due to the release of particulate emissions generated by grading, paving, building, and other activities. Emissions from construction equipment are also anticipated and would include CO, nitrogen oxides (NO<sub>x</sub>), reactive organic gases (ROG), directly-emitted particulate matter (PM<sub>2.5</sub> and PM<sub>10</sub>), and toxic air contaminants (TACs) such as diesel exhaust particulate matter.

Project construction activities would include grading, paving, and building activities. Construction-related effects on air quality from the proposed project would be greatest during the site preparation phase due to the disturbance of soils. If not properly controlled, these activities would temporarily generate particulate emissions. Sources of fugitive dust would include disturbed soils at the construction site. Unless properly controlled, vehicles leaving the site would deposit dirt and mud on local streets, which could be an additional source of airborne dust after it dries. PM<sub>10</sub> emissions would vary from day to day, depending on the nature and magnitude of construction activity and local weather conditions. PM<sub>10</sub> emissions would depend on soil moisture, silt content of soil, wind speed, and the amount of operating equipment. Larger dust particles would settle near the source, while fine particles would be dispersed over greater distances from the construction site.

Water or other soil stabilizers can be used to control dust, resulting in emission reductions of 50 percent or more. The SJVAPCD has implemented Regulation VIII measures for reducing fugitive dust emissions (PM<sub>10</sub>). With the implementation of Regulation VIII measures, fugitive dust emissions from construction activities would not result in adverse air quality impacts.

In addition to dust-related PM<sub>10</sub> emissions, heavy trucks and construction equipment powered by gasoline and diesel engines would generate CO, SO<sub>2</sub>, NO<sub>x</sub>, ROG, and some soot particulate (PM<sub>2.5</sub> and PM<sub>10</sub>) in exhaust emissions. If construction activities were to increase traffic congestion in the area, CO and other emissions from traffic would increase slightly while those vehicles idle in traffic. These emissions would be temporary in nature and limited to the immediate area surrounding the construction site.

The California Emissions Estimator Model (CalEEMod), Version 2016.3.2, was used to estimate construction emissions for the proposed project. Construction of the proposed project would begin October 2019 and would be completed by November 2020. Construction activities and equipment for both of WTPs includes the following:

- Shallow soil excavation and re-compaction using bulldozers;
- Limited trenching for conveyance pipelines and electrical duct bank installation using backhoes;
- Forming and pouring of concrete foundation slabs and equipment pads using typical equipment;
- Installation of process vessels, tanks and electrical power and controls using a crane and reach-lift; and
- Site resurfacing including minor paving using typical equipment.

The total ground disturbance area for the Station 7 WTP would be approximately 27,000 square feet and approximately 500 cubic yards of soil off-haul would be required and the total ground disturbance area for the Station 11 WTP would be approximately 47,000 square feet and approximately 750 cubic yards of soil off-haul would be required, which was included in the CalEEMod analysis. Results, summarized in Table 4.B, were compared to SJVAPCD thresholds of significance for construction impacts. CalEEMod output sheets are included in Appendix A.

**Table 4.B: Project Construction Emissions (Tons per Year)**

	CO	NO <sub>x</sub>	ROG	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Project Construction Emissions	0.3	2.5	2.1	<0.1	0.3	0.2
SJVAPCD Significance Threshold	100.0	10.0	10.0	27.0	15.0	15.0
<b>Exceed Threshold?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

Source: LSA (July 2019).

In addition to the construction period thresholds of significance, the SJVAPCD has implemented Regulation VIII measures for dust control during construction. These control measures are intended to reduce the amount of PM<sub>10</sub> emissions during the construction period. Implementation of Mitigation Measure AIR-1 would ensure that the proposed project complies with Regulation VIII and further reduces the short-term construction period air quality impacts.

**Mitigation Measure AIR-1:**

Consistent with SJVAPCD Regulation VIII (Fugitive PM<sub>10</sub> Prohibitions), the following controls are required to be included as specifications for the proposed project and implemented at the construction site:

- All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.
- All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
- All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
- When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least 6 inches of freeboard space from the top of the container shall be maintained.
- All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.)
- Following the addition of materials to, or the removal of materials from, the surface of out-door storage piles, said piles shall be effectively stabilized of fugitive dust emission utilizing sufficient water or chemical stabilizer/suppressant.

**Long-Term (Operational) Emissions.** Long-term air pollutant emission impacts are those associated with mobile sources (e.g., vehicle trips), energy sources (e.g., electricity), and area sources (e.g., landscape maintenance equipment use) related to the proposed project. The proposed project would also generate stationary source emissions associated with a future generator at the Station 7 WTP.

PM<sub>10</sub> emissions result from running exhaust, tire and brake wear, and the entrainment of dust into the atmosphere from vehicles traveling on paved roadways. Entrainment of PM<sub>10</sub> occurs when vehicle tires pulverize small rocks and pavement and the vehicle wakes generate airborne dust. The contribution of tire and brake wear is small compared to the other PM emission processes. Gasoline-powered engines have small rates of particulate matter emissions compared with diesel-powered vehicles.

Energy source emissions typically result from activities in buildings for which electricity and natural gas are used. The quantity of emissions is the product of usage intensity (i.e., the amount of electricity or natural gas) and the emission factor of the fuel source. Sources of energy demand for the proposed project could include mechanical systems, such as lighting, booster pumps, and process equipment. Area source emissions associated with the project would include emissions from the use of architectural coatings and maintenance equipment. The proposed project would also generate stationary source emissions associated with a future emergency backup generator at the Station 7 WTP.

Long-term operational emissions associated with the proposed project were estimated using CalEEMod and are shown in Table 4.C, below. For purposes of evaluating the proposed project, the air district in CalEEMod was specified as the SJVAPCD and the climate zone of 2 was selected. Based on this climate zone, CalEEMod assumed a wind speed of 2.7 meters per second and precipitation frequency of 45 days per year. The operational year was assumed to be 2020. The utility company for the region was selected as PG&E and the CO<sub>2</sub> intensity was determined to be 328.8 pounds per megawatt hour based on a five-year average estimated by PG&E.

To reflect the paving that would occur as part of the project, the CalEEMod analysis assumed 27,000 square feet of parking lot uses for WTP 7 and 47,000 square feet of parking lot uses for WTP 11. Trip generation rates for the project assumed that current staff visits to the site would remain the same at both well sites, truck trips associated with the two loads of liquid brine that would be off-hauled daily (one load from each site) to the EBMUD facility, and one load of solid arsenic/brine wastes that would be off-hauled every 3 months to Waste Management Kettleman Hills Landfill. In addition, the proposed project would include a future emergency backup generator at the Station 7 WTP, which was included in the CalEEMod analysis. Where project-specific data were not available, default assumptions from CalEEMod were used to estimate project emissions. Model results are shown in Table 4.C. CalEEMod output sheets are included in Appendix A.

The primary emissions associated with the project are regional in nature, meaning that air pollutants are rapidly dispersed on release or, in the case of vehicle emissions associated with the project; emissions are released in other areas of the Air Basin. The annual emissions associated with project operational trip generation, energy, and area sources are identified in Table 4.C for ROG, NO<sub>x</sub>, CO, SO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub>.

**Table 4.C: Project Operation Emissions (Tons per Year)**

	ROG	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Area Source Emissions	0.01	<0.01	<0.01	0.00	0.00	0.00
Energy Source Emissions	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01
Mobile Source Emissions	<0.01	0.04	<0.01	<0.01	<0.01	<0.01
Stationary Source Emissions	0.01	0.02	0.03	<0.01	<0.01	<0.01
Total Project Operation Emissions	0.01	0.06	0.03	<0.01	<0.01	<0.01
SJVAPCD Significance Threshold	100.0	10.0	10.0	27.0	15.0	15.0
<b>Exceed Threshold?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

Source: LSA (July 2019).

As shown in Table 4.C, long-term operational emissions associated with the proposed project would be minimal and would be well below SJVAPCD significance thresholds. Therefore, the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard and impacts would be less than significant. No mitigation is required.

*c. Would the project expose sensitive receptors to substantial pollutant concentrations?*

Sensitive receptors are defined as people that have an increased sensitivity to air pollution or environmental contaminants. Sensitive receptor locations include schools, parks and playgrounds, day care centers, nursing homes, hospitals, and residential dwelling units. The closest sensitive receptors to Well Site 7 include the planned residential development located approximately 80 feet west of the site boundary and the closest sensitive receptors to Well Site 11 include the single-family residences located approximately 90 feet south of the site boundary.

Construction activities associated with the proposed project would generate airborne particulates and fugitive dust, as well as a small quantity of pollutants associated with the use of construction equipment (e.g., diesel-fueled vehicles and equipment) on a short-term basis. However, construction contractors would be required to implement measures to reduce or eliminate emissions by following SJVAPCD Regulation VIII, as described above. Project construction emissions would be well below SJVAPCD significance thresholds. The proposed project would include a future emergency backup generator at the Station 7 WTP. However, as identified in Table 4.C, project operational emissions of criteria pollutants would be below SJVAPCD significance thresholds; thus, they are not likely to have a significant impact on nearby residences given the distance and the dispersion that would occur. Compliance with SJVAPCD rules would further reduce potential health risk related to a level that is not significant. Therefore, nearby sensitive receptors would not be exposed to a risk that equals or exceeds 20 in one million in regards to carcinogenic TACs. In addition, nearby sensitive receptors would not be exposed to a risk that equals or exceeds a health index of 1 for non-carcinogenic TACs. Therefore, operation emissions from the project would not result in a substantial health risk. The proposed project would not expose sensitive receptors to substantial pollutant concentrations.

*d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?*

The SJVAPCD addresses odor criteria within the Guidance for Assessing and Mitigating Air Quality Impacts. The district has not established a rule or standard regarding odor emissions, rather, the district has a nuisance rule: "Any project with the potential to frequently expose members of the public to objectionable odors should be deemed to have a significant impact." Heavy-duty equipment in the project area during construction would emit odors, primarily from the equipment exhaust. However, the construction activity would cease to occur after individual construction is completed. Stored hazardous materials are regulated under Chapter 50 of the California Fire Code (CFC). Per CFC, hazardous materials must have both double containment and spill protection. As such, the proposed treatment processes are not anticipated to emit any objectionable odors. Any odors in general would be confined mainly to the project site and would readily dissipate. Therefore, objectionable odors affecting a substantial number of people would not occur as a result of the project.

## 4.4 BIOLOGICAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 4.4.1 Impact Analysis

A general biological survey of the project site was conducted on July 10, 2019 by LSA biologist Anna Van Zuuk to map plant communities and identify sensitive resources. A list of sensitive wildlife and plant species potentially occurring within the project site was compiled to evaluate potential impacts resulting from project construction. Sources used to compile the list include the California Natural Diversity Database (CNDDDB), the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Conservation Trust Resources, and the California Native Plant Society Online Inventory. These special status species lists were reviewed to determine which species could potentially occur on the project site based on availability of suitable habitat and known occurrences of the species in the area. Record searches are included in Appendix B.

**Well Site 7.** Well Site 7 is approximately 3.14 acres and consists entirely of ruderal/disturbed and developed/barren areas (Figure 4-1). Approximately 1.42 acres of the project site are already developed, including the existing water storage tank, transformer, storage sheds, and other associated structures. A second water storage tank is currently under construction north of the existing tank, although available aerial imagery does not reflect this development. The remaining



1.72 acres are considered ruderal/disturbed and include the existing solar field, a mowed area south of the solar field north of Bush Street, and areas east of the existing access road. These areas are dominated by a variety of native colonizing species, including silverscale saltbush (*Atriplex argentea*), alkali weed (*Cressa truxillensis*), bush seepweed (*Suaeda nigra*), telegraph weed (*Heterotheca grandiflora*), and alkali mallow (*Malvella leprosa*). All areas within the project site are actively managed via mechanical and chemical controls to reduce vegetation height and density.

Wildlife observed on the project site or traveling through the project site was limited to regionally common species such as red tailed hawks (*Buteo jamaicensis*), turkey vulture (*Cathartes aura*), killdeer (*Charadrius vociferous*), black-tailed jackrabbit (*Lepus californicus*), northern mockingbird (*Mimus polyglottos*), Eurasian collared-dove (*Streptopelia decaocto*), Audubon's cottontail (*Sylvilagus audubonii*), and western kingbird (*Tyrannus verticalis*).

Off-site areas surrounding Well Site 7 north of Bush Street can be classified as saltbush scrub, however these areas appear to be periodically disturbed by disking or tilling, likely to reduce fire danger.

No vernal pools, potentially jurisdictional drainage features, wetland/riparian vegetation communities or CNDDB sensitive vegetation communities were found on the project site. Additionally, there are no water bodies or drainage features on the project site that may be subject to jurisdiction by the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or California Department of Fish and Wildlife (CDFW).

**Well Site 11.** Well Site 11 is approximately 4.15 acres and consists entirely of ruderal/disturbed and developed/barren areas (Figure 4-2). Approximately 1.86 acres of the project site are already developed, including the existing water storage tank, solar field, pump station, well, and other associated structures. This includes areas surround the existing structures which have less than 5 percent plant cover. The remaining 2.29 acres are considered ruderal/disturbed and include the mowed field south of the existing infrastructure, north of Glendale Avenue. These areas are dominated by a variety of ruderal vegetation, including foxtail barley (*Hordeum murinum*), puncture vine (*Tribulus terrestris*), Bermuda grass (*Cynodon dactylon*), prostrate knotweed (*Polygonum aviculare*), alkali mallow, ripgut brome (*Bromus diandrus*), and johnsongrass (*Sorghum halepense*). Well Site 11 also includes 11 mature, planted trees along the southern edge of the property, which are a mix of ash (*Fraxinus sp.*), Chinese pistache (*Pistacia chinensis*), and Japanese zelkova (*Zelkova serrata*). All areas within the project site are actively managed via mechanical and chemical controls to reduce vegetation height and density.

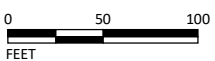
Wildlife observed on the project site or traveling through the project site was limited to regionally common species such as killdeer, Eurasian collared-dove, and Botta's pocket gopher (*Thomomys bottae*).





Figure 4-1

LSA



LEGEND



Study Area - (3.14 ac)

**Plant Communities / Land Uses - (3.14 ac)**



Developed / Barren - (1.42 ac)



Ruderal / Disturbed - (1.72 ac)

SOURCE: DigitalGlobe Aerial Imagery (06/2018); Mapping - LSA (07/2019)

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*City of Lemoore Water Treatment Plants Project*  
Plant Communities / Land Uses - Well Site 7



Figure 4-2

LSA



0 50 100  
FEET

LEGEND



Study Area - (4.15 ac)



Tree Location

Plant Communities / Land Uses - (4.15 ac)



Developed / Barren - (1.86 ac)



Ruderal / Disturbed - (2.29 ac)

SOURCE: DigitalGlobe Aerial Imagery (06/2018); Mapping - LSA (07/2019)

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City of Lemoore Water Treatment Plants Project  
Plant Communities / Land Uses - Well Site 11

Areas adjacent to Well Site 11 consist of agricultural fields, with the current crop being alfalfa (*Medicago sativa*), to the north and east, almond orchards to the west, and a residential area to the south.

No vernal pools, potentially jurisdictional drainage features, wetland/riparian vegetation communities or CNDDDB sensitive vegetation communities were found on the project site. Additionally, there are no water bodies or drainage features on the project site that may be subject to jurisdiction by the USACE, RWQCB, and/or CDFW.

The proposed project would be subject to the following regulations.

**Federal Endangered Species Act (FESA).** Under FESA, it is unlawful to “take any species listed as threatened or endangered”. “Take” is defined as to “harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct.” An activity is defined as “take” even if it is unintentional or accidental. Take provisions under FESA apply only to listed fish and wildlife species under the jurisdiction of the USFWS and/or National Marine Fisheries Service (NMFS). Consultation with USFWS or NMFS is required if a project “may affect” a listed species.

When a species is listed, the USFWS and/or the NMFS, in most cases, must officially designate specific areas as critical habitat for the species. Consultation with USFWS and/or the NMFS is required for projects that include a federal action or federal funding if the project may affect designated critical habitat.

**California Endangered Species Act (CESA).** Under the CESA, it is unlawful to “take” any species listed as rare, threatened, or endangered. Under CESA, “take” means to “hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill”. CESA take provisions apply to fish, wildlife, and plant species. Take may result whenever activities occur in areas that support a listed species. Consultation with CDFW is required if a project will result in “take” of a listed species.

**Migratory Bird Treaty Act (MBTA).** The MBTA prohibits affirmative and purposeful actions that will result in “take” of migratory birds, their eggs, feathers, or nests. “Take” is defined in the MBTA as any means or any manner to hunt, pursue, wound, kill, possess, or transport, any migratory bird, nest, egg, or part thereof.

Migratory birds are also protected, as defined in the MBTA, under Section 3513 of the California Fish and Game Code.

**California Fish and Game Code (Breeding Birds).** Section 3503 of the California Fish and Game Code prohibits the take, possession, or needless destruction of the nest or eggs of any bird, except as otherwise provided by the California Fish and Game Code or other regulation.



- a. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

No candidate, sensitive, or other special-status species were observed or are known to occur on either the Well Site 7 or Well Site 11 project sites, and no habitat for any candidate, sensitive, or other special-status species occurs on the either site. Therefore, no State or federally listed species would be affected by construction or operation of the proposed project and there would be no impact.

- b. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

No riparian habitat or other sensitive natural communities occur on either the Well Site 7 or Well Site 11 project sites. Both project sites consist entirely of developed/barren and ruderal/disturbed areas. Therefore, neither construction nor operation of the proposed project would have an impact on any riparian area or other sensitive natural community.

- c. Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

No aquatic resources, including State or federally protected wetlands, occur on either the Well Site 7 or Well Site 11 project sites. The nearest aquatic resources consist of a series of unnamed agricultural ditches. Therefore, neither construction nor operation of the proposed project would have an impact on State or federally protected wetlands.

- d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

Wildlife movement corridors are linear habitats that function to connect two or more areas of significant wildlife habitat. These corridors may function on a local level as links between small habitat patches (e.g., streams in urban settings) or may provide critical connections between regionally significant habitats (e.g., deer movement corridors). Wildlife corridors typically include vegetation and topography that facilitate the movements of wild animals from one area of suitable habitat to another, in order to fulfill foraging, breeding, and territorial needs. These corridors often provide cover and protection from predators that may be lacking in surrounding habitats. Wildlife corridors generally include riparian zones and similar linear expanses of contiguous habitat.

There is no evidence that either project site functions as a significant migration route. Both project sites are either partially or entirely fenced, and the sites and surrounding areas are heavily impacted by human activity (ongoing maintenance, residential and agricultural uses, etc.).

Well Site 11 includes tree canopy from 11 planted trees along the southern boundary which have the potential to support nesting and migratory bird species. Disturbance of migratory birds during their nesting season (February 1 to August 31) could result in “take”, which is prohibited under the Migratory Bird Treaty Act and Section 3513 of the CFGC. Construction of the project is scheduled to begin in October 2019, outside of the nesting bird season, and would be completed by November 2020. The proposed project does not include disturbance or removal of these trees and no nests were observed during the field survey. However, disturbance of nesting birds may still result if construction is paused or otherwise delayed during the nesting bird season, allowing for nests to become established. Mitigation Measure BIO-1 would be implemented in the event that construction is delayed for longer than 10 consecutive days to minimize the potential for take of nesting birds and reduce impacts to a less-than-significant level:

**Mitigation Measure BIO-1:** If work during the nesting season (February 1 to August 31) is delayed for longer than a period of 10 consecutive days, a qualified biologist shall survey all suitable nesting habitat at the project site for presence of nesting birds. If no nesting activity is observed, work may proceed as planned. If an active nest is discovered, a qualified biologist shall evaluate the potential for the project to disturb nesting activities. The evaluation criteria shall include, but not be limited to, the location/orientation of the nest in the nest tree, the distance of the nest from the work area, the line of sight between the nest and the work area, and the feasibility of establishing no-disturbance buffers.

Additionally, the CDFW shall be contacted to review the evaluation and determine if the project can proceed without adversely affecting nesting activities.

If work is allowed to proceed, a qualified biologist shall be on-site weekly during construction activities to monitor nesting activity. The biologist shall have the authority to stop work if it is determined that the project is adversely affecting nesting activities. Monitoring shall continue until the young have fledged or the nest fails, as determined by the qualified biologist.

*e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

The proposed project falls within the City of Lemoore, and is subject to the City’s Municipal Code, specifically Ordinance 7-5 ‘Street Trees’.<sup>7</sup> The proposed project does not propose the removal or alteration of any of the trees identified at the Well Site 11 project site. Therefore, the proposed project would not conflict with any local policies or ordinances protecting biological resources and there would be no impact.

<sup>7</sup> Lemoore, City of, 2018. *Lemoore, California City Code*. September 18.

*f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

The proposed project falls within the City of Lemoore and is therefore subject to the 2030 Lemoore General Plan, specifically policies outlined in 'Chapter 7: Conservation and Open Space'. Although the project would be required to comply with the General Plan, no protected open space categories or habitat suitable to support special-status species occurs within the project area. Therefore, the proposed project would not conflict with the 2030 Lemoore General Plan and there would be no impact.

## 4.5 CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### 4.5.1 Impact Analysis

LSA conducted a Cultural Resource Survey Assessment for the proposed project to (1) identify archaeological deposits that may meet the CEQA definition of a historical resource (California Public Resources Code [PRC] §21084.1) or a unique archaeological resource (PRC §21083.2) and that may be impacted by the proposed project, and (2) recommend procedures for avoiding or mitigating impacts to such deposits, as necessary. The study consisted of background research and a field survey, and was conducted by LSA Senior Cultural Resources Manager Kerrie Collison, M.A., Registered Professional Archaeologist (RPA) No. 28731436. The analysis in this Cultural Resources section is based on the results of the Cultural Resource Survey Assessment.

*a. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?*

**Southern San Joaquin Valley Information Center.** A record search of the project site and a 0.25-mile radius was conducted on June 28, 2019, by staff at the Southern San Joaquin Valley Information Center (SSJVIC) of the California Historical Resources Information System at California State University, Bakersfield. The SSJVIC, an affiliate of the California Office of Historic Preservation, is the official repository of cultural resources records and reports for Kings County. Background research also included a review of the following State and federal inventories: Directory of Properties in the Historic Property Data File, which includes the listings of the National Register of Historic Places, National Historic Landmarks, the California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest; California Historical Landmarks; California Points of Historical Interest; Five Views: An Ethnic Historic Site Survey for California; and California Inventory of Historic Resources. There are no local (City of Lemoore or Kings County) registers or inventories to review.

The record search results indicate that no cultural resources have been recorded in the project site. One historic-period archaeological cultural resource (a railroad) has been recorded within a 0.25-mile radius of Well Site 7. Three cultural resource studies have included portions of Well Site 7—all three of which are surveys. One of those surveys also included a portion of Well Site 11.

**Map and Aerial Photograph Review.** Additional background research included a review of historic-period USGS maps and aerial photographs to assess the potential for subsurface historic-period archaeological cultural resources at the project site. The results of this review are presented below, by well area.

**Well Site 7.** The oldest aerial photograph of Well Site 7 is from 1980 and shows the site as undeveloped. The next aerial photograph dates to 1994 and shows that the surface of the site has been disturbed by the clearing of a road. Well Site 7 was initially developed between 1994 and 2005, and the solar panels in the southern portion of the site were constructed between 2012 and 2014.

The earliest available topographic quadrangle reviewed by LSA dates to 1927 and shows Well Site 7 as undeveloped, with an intermittent stream approximately 200 feet to the west. The 1927 topographic quadrangle also shows a railroad along the northern portion of the site. All subsequent topographic quadrangle editions (dating to 1942, 1957, 1963, 1986, 2012, and 2015) show no change in the condition of Well Site 7 from that of 1927.

**Well Site 11.** The oldest aerial photograph of Well Site 11 is from 1980 and shows the site as an open field. The aerial photograph from 1994 shows the same site conditions. Well Site 11 was initially developed between 1994 and 2005, and the solar panels in the western portion of the site were constructed between 2012 and 2014. The aerial photograph from 2010 shows surface disturbance to the project site as a result of the clearing of multiple dirt roads.

The earliest available topographic quadrangle map reviewed by LSA dates to 1927 and shows that Well Site 11 contains a building with an intermittent stream approximately 1,750 feet to the east. Subsequent topographic quadrangle editions (dating to 1942, 1957, 1963, and 1986) also show the building on the project site. Editions dating to 2012 and 2015 do not show the building.

**Field Survey.** On July 24, 2019, LSA Archaeologist Kerrie Collison, M.A., RPA, conducted a pedestrian field survey of the project sites at Well Site 7 and Well Site 11. Ms. Collison surveyed the entire project site by walking transects spaced less than 5 meters. Ground surface visibility was 100 percent at Well Site 7, with portions of the site already paved. Ground surface visibility was approximately 50 percent at Well Site 11 due to flattened dry grasses. A trowel was used to clear the dry grasses and expose additional native soil in a few places to obtain a better view of the ground at Well Site 11. Rodent burrowing holes and back-dirt piles were examined for indications of archaeological cultural resources at Well Site 11.

The field survey did not identify any archaeological cultural resources in the project site. The project site consists of flat, open areas that have been disturbed by vehicle traffic and construction of the existing well sites. Rodent burrowing holes and back-dirt piles, where present, were examined for archaeological cultural resources; none were observed.

**Results.** The Cultural Resources study, consisting of background research and a field survey, did not identify archaeological cultural resources in the project sites. The project sites have not been subject to prior subsurface cultural resource study. The ground visibility, the ability to examine samples of



soils from below the surface, and the negative survey results indicate that there is a low likelihood of encountering buried archaeological cultural resources during construction activities. However, the potential for encountering intact archaeological deposits and/or human remains during construction of the proposed project cannot be ruled out. Any impacts to such resources would be significant under CEQA. Implementation of Mitigation Measure CUL-1 would reduce potential impacts to cultural resources or their accidental discovery during project construction to less than significant.

**Mitigation Measure CUL-1:** In the unlikely event that cultural resources are encountered during project activities, contractors should stop work in the immediate area of the find and contact a qualified professional archaeologist to assess the nature and significance of the find and determine if any additional study or treatment of the find is warranted. Additional studies could include, but would not be limited to, collection and documentation of artifacts, documentation of the cultural resources on State of California Department of Parks and Recreation Series 523 forms, or subsurface testing. If deemed appropriate, future monitoring should continue until grading and excavation are complete or until the monitoring archaeologist determines, based on field observations, that there is no likelihood of encountering intact archaeological cultural resources. Upon completion of any monitoring activities, the archaeologist should prepare a report to document the methods and results of monitoring activities. The final version of this report should be submitted to the Southern San Joaquin Valley Information Center (SSJVIC).

Implementation of Mitigation Measure CUL-1 would reduce potential impacts related to the substantial adverse change in the significance of historical or archaeological resources to a less-than-significant level.

*b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

Mitigation Measure CUL-1, as presented in Section 4.5.1.a above, would ensure that potential impacts to archaeological resources would be reduced to a less-than-significant level. Therefore, the project would not cause a substantial adverse change in the significance of an archaeological resource.

*c. Would the project disturb any human remains, including those interred outside of formal cemeteries?*

Although no such remains have been identified within the project sites, there is a possibility of encountering such remains, either in isolation or with prehistoric archaeological deposits. Such remains could be uncovered during project ground-disturbing activities. Based on the significance criteria identified above, the project would have a significant effect on the environment if it would disturb human remains, including those interred outside of formal cemeteries.

Implementation of Mitigation Measure CUL-2 would reduce potential impacts to human remains to a less than significant level.

**Mitigation Measure CUL-2:** Any human remains encountered during project-related ground-disturbing activities shall be treated in accordance with California Health and Safety Code Section 7050.5. The project sponsor shall inform all contractor(s) performing excavation of the sensitivity of the project site for human remains and include the following directive in the appropriate contract documents:

If human remains are uncovered, all work within 50 feet of the discovery shall be halted and the Kings County Coroner notified immediately. At the same time, the on-site monitoring archaeologist shall assess the situation and consult with agencies as appropriate. Project personnel shall not collect or move any human remains or associated materials. If the human remains are of Native American origin, the Coroner must notify the California State Native American Heritage Commission (NAHC) within 24 hours of this identification. The NAHC will formally identify a Native American Most Likely Descendant—if one is not already on-site—to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. Such recommendations shall be carried out to the satisfaction of the NAHC prior to work resuming within 50 feet of the discovered remains.

## 4.6 ENERGY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### 4.6.1 Impact Analysis

- a. *Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?*

Construction of the proposed project would require the use of energy to fuel grading vehicles, trucks, and other construction vehicles. All or most of this energy would be derived from non-renewable resources. Construction activities are not anticipated to result in an inefficient use of energy as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs on the project. Energy usage on the project site during construction would be temporary in nature and would be relatively small in comparison to the State's available energy sources. Therefore, construction energy impacts would be less than significant.

Typically, energy consumption is associated with fuel used for vehicle trips and natural gas and energy use. Operation of the WTPs would require energy electricity consumption and fuel used for vehicle trips associated with maintenance. The proposed project would have minimal to no effect on natural gas demand.

The proposed WTPs would be powered by electricity. The existing Well Site 7 operating load is 540A and the new Station 7 WTP operating load would be 472A for a total expected operating load of 1,012A. In addition, there would be some additional loads for site lighting and heat tracing, which would be confirmed during final design. The existing main electrical panel at Well Site 7 is insufficiently rated for the addition of the proposed new electrical loads to the existing electrical loads. As such, the existing 480V utility service capacity from PG&E would be modified to accommodate the project.<sup>8</sup>

The existing Well Site 11 operating load is 546A and the new Station 11 WTP operating load would be 502A for a total expected operating load of 1,048A. In addition, there would also be some additional loads for site lighting and heat tracing, which would be confirmed during final design. The existing main electrical panel at Well Site 11 is insufficiently rated for the addition of the proposed new electrical loads to the existing electrical loads. As such, the existing 480V utility service capacity

<sup>8</sup> Carollo, 2019. *City of Lemoore Water Treatment Plants Project Basis of Design Report*. January.

from PG&E would also be modified to accommodate the project.<sup>9</sup> Due to the small electricity demand associated with the proposed project, the proposed project would not result in the wasteful, inefficient or unnecessary consumption of electricity. In addition, both well sites have existing solar fields that would be used for the WTPs which would allow for a decreased dependence on nonrenewable energy resources.

In addition, the proposed project would result in energy usage associated with gasoline and diesel to fuel project-related maintenance and brine disposal trips. Current staff visits to the site would remain the same at both well sites with implementation of the proposed project. Therefore, the project would not increase daily staff trip generation to the sites. However, as discussed in the Project Description, two loads of liquid brine would be off-hauled daily (one load from each site) to the EBMUD facility and one load of solid arsenic/brine wastes would be off-hauled every 3 months to Waste Management Kettleman Hills Landfill. This analysis assumes that these haul trucks would be diesel-fueled.

In 2015, vehicles in California consumed approximately 15.1 billion gallons of gasoline<sup>10</sup> and 4.2 billion gallons of diesel.<sup>11</sup> Nearly all heavy duty-trucks, delivery vehicles, buses, trains, ships, boats and barges, farm, construction and heavy duty military vehicles and equipment have diesel engines. Diesel is the fuel of choice because it has 12 percent more energy per gallon than gasoline and has fuel properties that prolong engine life making it ideal for heavy duty vehicle applications.<sup>12</sup> As such, diesel demand generated by the haul truck trips associated with the proposed project would be a minimal fraction of diesel fuel consumption in California. In addition, staff vehicles and haul trucks driving to and from the well sites would be subject to fuel economy and efficiency standards applied throughout the State. As such, the fuel efficiency of vehicles and haul trucks associated with the project site would increase throughout the life of the project. Therefore, implementation of the proposed project would not result in a substantial increase in transportation-related energy uses. The proposed project would not result in the wasteful, inefficient or unnecessary consumption of fuel or energy and would incorporate renewable energy or energy efficiency measures into building design, equipment use, and transportation. Impacts would be less than significant.

*b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?*

In 2002, the Legislature passed Senate Bill 1389, which required the CEC to develop an integrated energy plan every two years for electricity, natural gas, and transportation fuels, for the California Energy Policy Report. The plan calls for the State to assist in the transformation of the transportation system to improve air quality, reduce congestion, and increase the efficient use of fuel supplies with the least environmental and energy costs. To further this policy, the plan identifies a number of strategies, including assistance to public agencies and fleet operators in implementing incentive programs for zero emission vehicles and their infrastructure needs, and encouragement of urban designs that reduce vehicle miles traveled (VMT) and accommodate pedestrian and bicycle access.

<sup>9</sup> Ibid.

<sup>10</sup> California Energy Commission, 2017. *California Gasoline Data, Facts, and Statistics*. Website: [www.energy.ca.gov/almanac/transportation\\_data/gasoline](http://www.energy.ca.gov/almanac/transportation_data/gasoline) (accessed July 2019).

<sup>11</sup> California Energy Commission, 2017. *Diesel Fuel Data, Facts, and Statistics*. Website: [www2.energy.ca.gov/almanac/transportation\\_data/diesel.html](http://www2.energy.ca.gov/almanac/transportation_data/diesel.html) (accessed July 2019).

<sup>12</sup> Ibid.

The California Energy Commission (CEC) recently adopted the 2017 Integrated Energy Policy Report.<sup>13</sup> The 2017 Integrated Energy Policy Report provides results from the CEC's assessments of a variety of energy issues facing California. Many of these issues will require action if the State is to meet its climate, energy, air quality, and other environmental goals while maintaining energy reliability and controlling costs. The 2017 Integrated Energy Policy Report covers a broad range of topics, including implementation of Senate Bill 350, integrated resource planning, distributed energy resources, transportation electrification, solutions to increase resiliency in the electricity sector, energy efficiency, transportation electrification, barriers faced by disadvantaged communities, demand response, transmission and landscape-scale planning, the California Energy Demand Preliminary Forecast, the preliminary transportation energy demand forecast, renewable gas (in response to Senate Bill 1383), updates on Southern California electricity reliability, natural gas outlook, and climate adaptation and resiliency.

As indicated above, energy usage on the project sites during construction would be temporary in nature. In addition, energy usage associated with operation of the proposed project would be relatively small in comparison to the State's available energy sources and energy impacts would be negligible at the regional level. Because California's energy conservation planning actions are conducted at a regional level, and because the project's total impact to regional energy supplies would be minor, the proposed project would not conflict with California's energy conservation plans as described in the CEC 2017 Integrated Energy Policy Report. Thus, as shown above, the project would avoid or reduce the inefficient, wasteful, and unnecessary consumption of energy and not result in any irreversible or irretrievable commitments of energy. In addition, both well sites have existing solar fields that would be used for the WTPs which would allow for a decreased dependence on nonrenewable energy resources. Therefore, the proposed project would not result in the wasteful, inefficient or unnecessary consumption of energy resources during project construction or operation. Impacts would be less than significant.

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<sup>13</sup> California Energy Commission, 2017. *2017 Integrated Energy Policy Report*. California Energy Commission. Publication Number: CEC-100-2017-001-CMF.

## 4.7 GEOLOGY AND SOILS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv. Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### 4.7.1 Impact Analysis

A Geotechnical Engineering Investigation Report (Geotechnical Report) was prepared for the proposed project which presents the results of a geotechnical engineering investigation conducted by BSK Associates, for the Lemoore Water Treatment Plants within the City of Lemoore, California.<sup>14</sup> The Geotechnical Report provides a description of the geotechnical conditions at the well sites and provides specific recommendations for earthwork and foundation design with respect to the planned structures. Several of the following responses are based on the results of that report.

<sup>14</sup> BSK Associates, 2018. *Geotechnical Engineering Investigation Report Lemoore Water Treatment Plants*. November 6.

- a. *Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:*
- i. *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

The project sites are not located within a currently designated Alquist-Priolo Earthquake Zone.<sup>15</sup> In addition, no known active or potentially active faults or fault traces are located in the project sites vicinity. There are no known active seismic faults in Kings County or its immediate vicinity.<sup>16</sup> The closest active fault is the Nunez fault located in western Fresno County. The Nunez fault is a 4.2-kilometer-long, north-south-trending, right-reverse, oblique-slip fault situated about 8 miles northwest of Coalinga.<sup>17</sup> The Nunez fault is located approximately 40 miles west of the City of Lemoore. Therefore, due to the location of this fault; earthquakes would not cause any damage. In addition, the well sites are not in a Seismic Hazard Zone as specified by the State of California.<sup>18</sup> Therefore, no people or structures would be exposed to potential substantial adverse effects, including the risk of loss, injury, or death from the rupture of a known earthquake fault as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, and there would be no impact.

ii. *Strong seismic ground shaking?*

As discussed above, the closest known active fault is the Nunez fault, located approximately 40 miles west of Lemoore. According to the City's General Plan, the most likely hazard associated with earthquakes for the Lemoore area is ground shaking, rather than surface rupture or ground failure. However, due to the distance to the known fault, hazards due to ground shaking would be minimal. In addition, the well sites are not in a Seismic Hazard Zone as specified by the State of California. Therefore, impacts related to strong seismic ground shaking would be less than significant.

iii. *Seismic-related ground failure, including liquefaction?*

Secondary natural hazards associated with earthquakes result from the interaction of ground shaking with existing ground instabilities, and include liquefaction, settlement or subsidence, landslides and seiches. Liquefaction describes a condition in which a saturated, cohesionless soil loses shear strength during earthquake shocks. Ground motion from an earthquake may induce cyclic reversals of shearing strains of large amplitude. Lateral and vertical movements of the soil mass, combined with loss of bearing strength, usually result from this phenomenon. Historically, liquefaction of soils has caused severe damage to structures, berms, levees and roads. Liquefaction potential depends on soil type, void ratio, depth to groundwater, duration of

<sup>15</sup> California Geologic Survey, 2010. *Cities and Counties Affected by Alquist-Priolo Earthquake Fault Zones*. January.

<sup>16</sup> Lemoore, City of, 2008, op. cit.

<sup>17</sup> Ibid.

<sup>18</sup> BSK Associates, 2018, op. cit.

shaking and confining pressures over the potentially liquefiable soil mass. Fine, well-sorted, loose sand, shallow groundwater, severe seismic ground motion and particularly long durations of ground shaking are conditions conducive for liquefaction.

The analysis indicates that liquefaction may occur in the fine grained and granular sediments. The total seismically-induced settlement due to liquefaction was evaluated to be less than 1 inch. The differential settlement due to liquefaction is estimated to be 0.75 inches across the width of the mat/slab foundation. In addition, both well sites are generally level and implementation of the proposed project would not expose people or structures to potential substantial effects associated with seismic-related ground failure, including liquefaction. Therefore, this impact is less than significant.

#### *iv. Landslides?*

As discussed above, the City's General Plan states that secondary natural hazards associated with earthquakes, including landslides, are not considered a concern within Lemoore due to the distance from the San Andreas Fault, the lack of steep slopes, and the clay composition of area soils. As such, the proposed project would not expose people or structures to potential substantial adverse effects associated with landslides. Therefore, impacts related to landslides would be less than significant.

#### *b. Would the project result in substantial soil erosion or the loss of topsoil?*

Soil erosion is a process whereby soil materials are worn away and transported to another area, either by wind or water. Rates of erosion can vary depending on the soil material and structure, placement, and human activity. Soil containing high amounts of silt can be easily eroded, while sandy soils are less susceptible. Excessive soil erosion can eventually damage building foundations and roadways. Erosion is most likely to occur on sloped areas with exposed soil, especially where unnatural slopes are created by cut-and-fill activities. Soil erosion rates can be higher during the construction phase. Typically, the soil erosion potential is reduced once the soil is graded and covered with concrete, structures, or asphalt.

Implementation of the proposed project would include grading activities that could result in short-term soil erosion during the construction period. Exposed soils are considered erodible when subjected to concentrated surface flow or wind. Mitigation Measure GEO-1, described below, would reduce the potential for soil erosion.

**Mitigation Measure GEO-1:** To reduce the potential for soil erosion during construction of the proposed project, an Erosion Control Plan shall be prepared for the project in conformance with the California Storm Water Best Management Practice Handbook for Construction Activity, prior to the start of grading.

In addition, soil erosion and loss of topsoil would be minimized through implementation of SVJAPCD Regulation VIII fugitive dust control measures and compliance with the National Pollutant Discharge Elimination System (NPDES) permit requirements. With incorporation of Mitigation Measure GEO-1



and compliance with NPDES permit requirements, construction of the proposed project would not result in substantial soil erosion or loss of topsoil. This impact would be less than significant with mitigation incorporated.

*c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

See Sections 3.7.1.a.iii and 3.7.1.a.iv above. The proposed project would not require a substantial grade change or change in topography. The project would not result in on- or off-site landslides, lateral spreading, subsidence, liquefaction or collapse. Therefore, this impact would be less than significant.

*d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?*

Expansive soils possess a “shrink-swell” characteristic. Shrink-swell is the cyclic change in volume (expansion and contraction) that occurs in fine-grained clay sediments from the process of wetting and drying. Structural damage may occur over a long period of time, usually the result of inadequate soil and foundation engineering, or the placement of structures directly on expansive soils. Several portions of Lemoore have soil with high to moderate shrink-swell potential. Figure 7-2 of the City’s General Plan maps soil types in the City. Based on this mapping, Well Site 7 has Goldberg Loam, partially drained soil and Well Site 11 has Nord Complex soil. In addition, based on Figure 7-2, Well Site 7 has soil with severe building limitations. Therefore, consistent with the recommendations contained in the Geotechnical Report, project construction would include uniformly over-excavated soil surfaces to a depth of 24 inches below the proposed foundations. Additionally, engineered fill would consist of non-expansive soil and would be compacted to 90 percent relative compaction. As such, the proposed project would be constructed in compliance with applicable construction codes and requirements intended to reduce any adverse impacts resulting from expansive soils. Therefore, the project would result in a less than significant impact related to substantial risks to life or property due to expansive soils.

*e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

The proposed project includes the installation of WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City’s water supply. As discussed in the Project Description, regeneration would occur via an onsite brine tank and brine transfer system. At Station 7, some of the non-brine portions of the ion exchange process would be disposed into the sewer and brine waste would be stored onsite in an equalization tank for subsequent management offsite. For Station 11, brine waste would undergo an additional coagulation and settlement process to precipitate arsenic which also occurs naturally in the wells feeding the plant. Once arsenic is removed, the spent brine would be disposed of offsite. Arsenic sludge would be characterized and periodically disposed of offsite. The City estimates that two loads of liquid brine would be off-hauled daily (one load from each site) to the EBMUD facility and one load of solid arsenic/brine wastes

would be off-hauled every 3 months to Waste Management Kettleman Hills Landfill. Implementation of the project would not result in impacts to soils associated with the use of such wastewater treatment systems. Therefore, this impact would be less than significant.

*f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

Paleontological resources are the mineralized (fossilized) remains of prehistoric plant and animal life exclusive of human remains or artifacts. Fossil remains such as bones, teeth, shells, and leaves are found in geologic deposits (rock formations) where they were originally buried. Fossil remains are considered to be important as they provide indicators of the earth's chronology and history. These resources are afforded protection under CEQA and are considered to be limited and nonrenewable, and they provide invaluable scientific and educational data. Due to the sensitive nature of these paleontological resources, they are not mapped.

Implementation of the proposed project would require ground disturbing construction activities that may inadvertently encounter and damage paleontological resources. Should this occur, project construction at both well sites may result in the destruction of a unique paleontological site, resulting in a potentially significant impact. Mitigation Measure GEO-2 would reduce this impact to less than significant.

The following mitigation measure would reduce the paleontological resource impacts associated with the proposed project to a less-than-significant level.

**Mitigation Measure GEO-2:** The project applicant shall inform its contractor(s) of the sensitivity of the project area for paleontological resources. Should paleontological resources be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. If found to be significant, and project activities cannot avoid the paleontological resources, adverse effects to paleontological resources shall be mitigated. Mitigation may include monitoring, recording the fossil locality, data recovery and analysis, a final report, and accessioning the fossil material and technical report to a paleontological repository. Public educational outreach may also be appropriate. Upon completion of the assessment, a report documenting methods, findings, and recommendations shall be prepared and submitted to the City of Lemoore for review, and (if paleontological materials are recovered) a paleontological repository, such as the University of California Museum of Paleontology. The City shall verify that the above directive has been included in the appropriate contract documents.

## 4.8 GREENHOUSE GAS EMISSIONS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### 4.8.1 Impact Analysis

- a. *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Greenhouse gas emissions (GHGs) are present in the atmosphere naturally, and are released by natural sources, or are formed from secondary reactions taking place in the atmosphere. However, over the last 200 years, human activities have caused substantial quantities of GHGs to be released into the atmosphere. These extra emissions are increasing GHG concentrations in the atmosphere, and enhancing the natural greenhouse effect, which is believed to be causing global climate change. The gases that are widely seen as the principal contributors to human-induced global climate change are:

- Carbon dioxide (CO<sub>2</sub>)
- Methane (CH<sub>4</sub>)
- Nitrous oxide (N<sub>2</sub>O)
- Hydrofluorocarbons
- Perfluorocarbons
- Sulfur Hexafluoride

Certain gases, such as water vapor, are short-lived in the atmosphere. Others remain in the atmosphere for significant periods of time, contributing to climate change in the long term. Water vapor is excluded from the list of GHGs above because it is short-lived in the atmosphere and its atmospheric concentrations are largely determined by natural processes, such as oceanic evaporation.

These gases vary considerably in terms of Global Warming Potential (GWP), which is a concept developed to compare the ability of each GHG to trap heat in the atmosphere relative to another

gas. GWP is based on several factors, including the relative effectiveness of a gas to absorb infrared radiation and the length of time that the gas remains in the atmosphere (“atmospheric lifetime”).

The GWP of each gas is measured relative to CO<sub>2</sub>, the most abundant GHG; the definition of GWP for a particular GHG is the ratio of heat trapped by one unit mass of the GHG to the ratio of heat trapped by one unit mass of CO<sub>2</sub> over a specified time period. GHG emissions are typically measured

The SJVAPCD *Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA*<sup>19</sup> suggests project GHG emissions would be considered less than significant if a project meets any of the following conditions: is exempt from CEQA requirements; complies with an approved GHG emission reduction plan or GHG mitigation program; or implements Best Performance Standards. Additionally, projects that demonstrate that GHG emissions would be reduced or mitigated by at least 29 percent compared to Business-as-Usual, including GHG emission reductions achieved since the 2002-2004 baseline period, would be considered less than significant.

**Construction Greenhouse Gas Emissions.** Construction activities associated with the WTPs, such as site preparation, site grading, on-site construction vehicles, equipment hauling materials to and from the project sites, and motor vehicles transporting the construction crew would produce combustion emissions from various sources. During construction, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically uses fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as CO<sub>2</sub>, CH<sub>4</sub>, and N<sub>2</sub>O. Furthermore, CH<sub>4</sub> is emitted during the fueling of heavy equipment. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.

As discussed in the Project Description, construction of the proposed project would begin October 2019 and would be completed by November 2020. Construction activities and equipment for both of WTPs includes the following:

- Shallow soil excavation and re-compaction using bulldozers;
- Limited trenching for conveyance pipelines and electrical duct bank installation using backhoes;
- Forming and pouring of concrete foundation slabs and equipment pads using typical equipment;
- Installation of process vessels, tanks and electrical power and controls using a crane and reach-lift; and
- Site resurfacing including minor paving using typical equipment.

The total ground disturbance area for the Station 7 WTP would be approximately 27,000 square feet and approximately 500 cubic yards of soil off-haul would be required and the total ground

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<sup>19</sup> San Joaquin Valley Air Pollution Control District, 2009. *Guidance for Valley Land-Use Agencies in Addressing GHG Emission Impacts for New Projects Under CEQA*. December 17. Available online at: [www.valleyair.org/Programs/CCAP/12-17-09/3%20CCAP%20-%20FINAL%20LU%20Guidance%20-%20Dec%2017%202009.pdf](http://www.valleyair.org/Programs/CCAP/12-17-09/3%20CCAP%20-%20FINAL%20LU%20Guidance%20-%20Dec%2017%202009.pdf) (accessed July 2019).

disturbance area for the Station 11 WTP would be approximately 47,000 square feet and approximately 750 cubic yards of soil off-haul would be required.

The SJVAPCD does not have an adopted threshold of significance for construction-related GHG emissions. However, lead agencies are encouraged to quantify and disclose GHG emissions that would occur during construction. Using CalEEMod, it is estimated that construction of the WTPs would generate a total of approximately 411.1 metric tons of CO<sub>2</sub> equivalents (CO<sub>2</sub>e). When considered over the 30-year life of the project, the total amortized construction emissions for the WTPs would be 13.7 metric tons of CO<sub>2</sub>e per year. As such, construction of the WTPs would not generate GHG emissions that would have a significant impact on the environment and construction-related impacts would be less than significant.

**Operational Greenhouse Gas Emissions.** Long-term GHG emissions are typically generated from mobile, area, waste, and water sources as well as indirect emissions from sources associated with energy consumption. Mobile-source GHG emissions would include project-generated haul trips to and from the sites. Area-source emissions would be associated with activities such as landscaping and maintenance on the project site. Energy source emissions are typically generated at off-site utility providers as a result of increased electricity demand generated by a project. Stationary source emissions would be associated with the future emergency backup generator at the Station 7 WTP. Waste source emissions generated by the proposed project include energy generated by land filling and other methods of disposal related to transporting and managing project generated waste. In addition, water source emissions associated with the proposed project are generated by water supply and conveyance, water treatment, water distribution, and wastewater treatment.

Operational emissions were estimated using CalEEMod and the results are presented in Table 4.D. CalEEMod output sheets are included in Appendix A.

**Table 4.D: Operational GHG Emissions**

Emissions Source Category	Operational Emissions (Metric Tons per Year)				
	CO <sub>2</sub>	CH <sub>4</sub>	N <sub>2</sub> O	CO <sub>2</sub> e	Percent of Total
Area	<0.1	0.0	0.0	<0.1	0
Energy	3.9	<0.1	<0.1	3.9	33
Mobile	4.4	<0.1	0.0	4.4	37
Stationary	3.5	<0.1	0.0	3.5	30
Waste	0.0	0.0	0.0	0.0	0
Water	0.0	0.0	0.0	0.0	0
<b>Total Operational</b>				<b>11.8</b>	<b>100</b>

Source: LSA (July 2019).

The proposed project would generate approximately 11.8 metric tons of CO<sub>2</sub>e per year of emissions, as shown in Table 4.D. The SJVAPCD has not established a numeric threshold for GHG emissions. The project would include the installation of WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply. Based on the emission estimates shown in Table 4.D, the proposed project would not result in the generation of substantial GHG emissions. As

such, operation of the WTPs would not generate GHG emissions that would have a significant impact on the environment and construction-related impacts would be less than significant.

*b. Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

The City of Lemoore does not have an adopted Climate Action Plan or GHG Reduction Plan. Therefore, the following discussion evaluates the proposed project according to the goals of Assembly Bill (AB) 32, the AB 32 Scoping Plan, Executive Order B-30-15, SB 32, and AB 197.

AB 32 is aimed at reducing GHG emissions to 1990 levels by 2020. AB 32 requires the California Air Resource Board (CARB) to prepare a Scoping Plan that outlines the main State strategies for meeting the 2020 deadline and to reduce GHGs that contribute to global climate change. The AB 32 Scoping Plan has a range of GHG reduction actions, which include direct regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions, market-based mechanisms such as a cap-and-trade system, and an AB 32 implementation fee to fund the program.

Executive Order Executive Order B-30-15 added the immediate target of reducing GHG emissions to 40 percent below 1990 levels by 2030. CARB released a second update to the Scoping Plan, the 2017 Scoping Plan,<sup>20</sup> to reflect the 2030 target set by Executive Order B-30-15 and codified by Senate Bill (SB) 32. SB 32 affirms the importance of addressing climate change by codifying into statute the GHG emissions reductions target of at least 40 percent below 1990 levels by 2030 contained in Executive Order B-30-15. SB 32 builds on AB 32 and keeps us on the path toward achieving the State's 2050 objective of reducing emissions to 80 percent below 1990 levels. The companion bill to SB 32, AB 197, provides additional direction to the CARB related to the adoption of strategies to reduce GHG emissions. Additional direction in AB 197 intended to provide easier public access to air emissions data that are collected by CARB was posted in December 2016.

As identified above, the AB 32 Scoping Plan contains GHG reduction measures that work towards reducing GHG emissions, consistent with the targets set by AB 32, Executive Order B-30-15 and codified by SB 32 and AB 197. The measures applicable to the proposed project include energy efficiency measures, water conservation and efficiency measures, and transportation and motor vehicle measures, as discussed below.

Energy efficient measures are intended to maximize energy efficiency building and appliance standards, pursue additional efficiency efforts including new technologies and new policy and implementation mechanisms, and pursue comparable investment in energy efficiency from all retail providers of electricity in California. In addition, these measures are designed to expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings. As discussed in Section 4.6.1.b, energy usage on the project sites during construction would be temporary in nature. In addition, energy usage associated with operation of the proposed project would be relatively small in comparison to the State's available energy sources and energy impacts would be negligible at the regional level. Therefore, the proposed project would not conflict with applicable energy measures.

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<sup>20</sup> California Air Resources Board, 2017. *California's 2017 Climate Change Scoping Plan*. November.

Water conservation and efficiency measures are intended to continue efficiency programs and use cleaner energy sources to move and treat water. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions. The purpose of the project is to install WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply. Therefore, the proposed project would not conflict with any of the water conservation and efficiency measures.

The goal of transportation and motor vehicle measures is to develop regional GHG emissions reduction targets for passenger vehicles. Specific regional emission targets for transportation emissions would not directly apply to the proposed project. In addition, as discussed in the Project Description, current staff visits to the site would remain the same at both well sites with implementation of the proposed project; therefore, the project would not result in additional vehicle trips and would not conflict with reduction targets for passenger vehicles. Therefore, the proposed project would not conflict with policies and regulations that have been adopted for the purpose of reducing GHG from transportation sources.

The proposed project would comply with existing State regulations adopted to achieve the overall GHG emissions reduction goals identified in AB 32, the AB 32 Scoping Plan, Executive Order B-30-15, SB 32, and AB 197 and would be consistent with applicable state plans and programs designed to reduce GHG emissions. Therefore, the proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs and impacts would be less than significant.

## 4.9 HAZARDS AND HAZARDOUS MATERIALS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### 4.9.1 Impact Analysis

#### a. *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

Hazardous materials are chemicals that could potentially cause harm during an accidental release and are defined as being toxic, corrosive, flammable, reactive, an irritant, or strong sensitizer. Hazardous substances include all chemicals regulated under the United States Department of Transportation<sup>21</sup> "hazardous materials" regulations and the USEPA<sup>22</sup> "hazardous waste" regulations. Hazardous wastes require special handling and disposal because of their potential to damage public health and the environment.

<sup>21</sup> United States Department of Transportation, 2018. *Regulations and Compliance*. Website: [www.phmsa.dot.gov/regulations-and-compliance](http://www.phmsa.dot.gov/regulations-and-compliance) (accessed July 2019).

<sup>22</sup> United States Environmental Protection Agency, 2012. *Hazardous Waste Regulations*. Available online at: [www.epa.gov/osw/laws-regs/regs-haz.htm](http://www.epa.gov/osw/laws-regs/regs-haz.htm) (accessed July 2019).



**Construction.** Exposure to hazardous materials during the construction of the project could result from the improper handling or use of hazardous substances or an inadvertent release resulting from an unforeseen event (e.g., fire, flood, or earthquake). The severity of any such exposure is dependent upon the type, amount, and characteristic of the hazardous material involved; the timing, location, and nature of the event; and the sensitivity of the individual or environment affected.

Project construction would likely require the use of limited quantities of hazardous materials, such as fuels, oils, lubricants, and solvents. The small quantities of hazardous materials that would be transported, used, or disposed of would be well below reportable quantities. The improper use, storage handling, transport, or disposal of hazardous materials during construction could result in accidental release exposing construction workers, the public and the environment, including soil and/or ground or surface water to adverse effects. Construction activities would be conducted with standard construction practices and in accordance with all applicable California Division of Occupational Safety and Health Administration and other safety regulations to minimize the risk to the public. Compliance with federal, State, and local hazardous materials laws and regulations would minimize the risk to the public presented by these potential hazards during construction of the project. Transportation of any hazardous materials generated by excavation is regulated by the federal Department of Transportation and Caltrans. As such, transportation of hazardous materials off-site must be handled by licensed hazardous waste haulers.

**Operation.** Once operational, the treatment process at the WTPs would require several chemicals, including liquid oxygen, sulfuric acid, caustic soda, and saturated brine, in order for the process to be viable in meeting the water quality objectives. Each of these chemicals would need to be stored onsite. Stored hazardous materials are regulated under Chapter 50 of the CFC. Per CFC, hazardous materials exceeding listed quantities must have both double containment and spill protection.

Of the chemicals stored at the treatment plant, brine is not classified as hazardous. The three other chemicals stored onsite (liquid oxygen, sulfuric acid, and caustic soda) would be required to have both double containment and spill protection. All chemical storage would be within proper secondary containment. Spill containment would be provided with a concrete floor and a 6-inch concrete curb around the chemical tank perimeter. For sulfuric acid and caustic soda, the concrete floor would be sloped to a low spot so spilled chemical can be drained out via pumping. For liquid oxygen, the tank would be located on a concrete pad surrounded by permeable road base; which would provide a large surface area to facilitate evaporation of the liquid oxygen for large spills.

The CFC also regulates setbacks of hazardous chemical storage tanks. 93 percent sulfuric acid is considered an oxidizer, water reactive, and corrosive and 50 percent caustic soda is water reactive and corrosive. The maximum required setback distance for these chemicals is governed by the corrosive property. Per Section 5404 of CFC, outdoor storage of corrosive chemicals shall not be within 20 feet of buildings, lot lines, public streets, public alleys, public ways, or means of egress unless a 2-hour fire wall is constructed around the storage area. CFC also regulates setbacks of liquid oxygen in Chapter 55. Pertinent setback requirements are 5 feet from lot lines and 10 feet from building exits. In addition to these setback requirements, CFC requires 20 feet of separation provided between incompatible materials and maintain 25 feet around chemical storage free from

combustible material and vegetation.<sup>23</sup> The proposed project would be required to comply with these requirements.

Ozone is considered an oxidizing gas and highly toxic per the CFC. The proposed ozone system would be regulated as a closed system. Based on the California Building Code (CBC), the Ozone Room would need to be classified as a High-Hazard Occupancy, Group H-4 if greater than 20 cubic feet (at normal temperature and pressure) of ozone is contained in the system and Group H-3 if greater than 1,500 cubic feet (at normal temperature and pressure) of ozone is contained in the system.<sup>24</sup>

Per CFC Chapter 9, ozone rooms must have gas detection systems to shut off the generator and sound an alarm when ambient concentrations exceed the PEL. This would apply to both ozone and oxygen concentrations. Per CFC Chapter 50, the ozone system would provide hazard identification signs per National Fire Protection Association 704. In addition, per CFC Chapter 60, ozone systems would meet the following requirements: ozone generators would meet National Electrical Manufacturers Association 250; ozone generators/generator rooms would have hazardous labels per CFC Section 6005; ventilation of the room where ozone is generated; and doors and piping signage would state "Ozone Gas Generator-Highly Toxicoxidizer".

Compliance with existing safety regulations and widely-accepted industry standards would minimize the hazard to the public and the environment. Construction and operation of the project would be required to comply with the CFC, CBC, and local building codes for the storage of hazardous materials and construction of structures containing hazardous materials. Therefore, potential impacts associated with the transport, use, storage, handling and disposal of hazardous materials during operation of the proposed project would be less than significant.

*b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

See Response 4.9.1.a, above. Compliance with existing safety regulations and industry standards would minimize the hazard to the public and the environment. As such, the proposed project would not result in a significant hazard to the public or the environment through a reasonably foreseeable upset or accident condition related to the release of hazardous materials. This impact would be less than significant.

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<sup>23</sup> Ibid.

<sup>24</sup> Ibid.

*c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

Schools that are within 0.25 miles of the well sites include West Hills College Lemoore, located approximately 0.06 miles south of Well Site 7, Lemoore University Elementary Charter School, located approximately 0.16 miles southwest of Well Site 7, and Meadow Lane Elementary School, located approximately 0.20 miles southeast of Well Site 11 site. However, as discussed in Section 4.9.1.a, compliance with existing safety regulations and industry standards would ensure that the proposed project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste. This impact would be less than significant.

*d. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

According to the Department of Toxic Substances Control EnviroStor database,<sup>25</sup> neither of the well sites are located on a federal superfund site, State response site, voluntary cleanup site, school cleanup site, evaluation site, school investigation site, military evaluation site, tiered permit site, or corrective action site. In addition, neither of the well sites are included on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.<sup>26</sup> As a result, no impacts would occur.

*e. Would the project be located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

The well sites are not located within an airport land use plan, or within 2 miles of a public airport or public use airport. The closest airport is Naval Air Station Lemoore, located approximately 5 miles southeast of Well Site 7 and approximately 8 miles southeast of Well Site 7. Therefore, the project would not result in a safety hazard for people residing or working in the project area. No impact would occur.

*f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

The proposed project would not result in the development of structures or alteration of existing roadways that would impede or obstruct emergency response plans or evacuation plans. Therefore, development and operation of the proposed project is not anticipated to interfere with any emergency evacuation plan, and no impact would occur.

<sup>25</sup> California Department of Toxic Substances Control, 2019. *EnviroStor*. Website: [www.envirostor.dtsc.ca.gov/public](http://www.envirostor.dtsc.ca.gov/public) (accessed July 2019).

<sup>26</sup> California Environmental Protection Agency, 2019. *Government Code Section 65962.5(a)*. Website: [www.calepa.ca.gov/sitecleanup/corteselist/SectionA.htm](http://www.calepa.ca.gov/sitecleanup/corteselist/SectionA.htm) (accessed July 2019).

*g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?*

Figure 8-2 of the City's General Plan<sup>27</sup> identifies areas within the City as having a high wildfire threat. Based on Figure 8-2, neither of the well sites are identified within a high wildfire threat area. Therefore, implementation of the proposed project would not expose people to significant risk of loss, injury, or death due to wildland fires and this impact would be less than significant.

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<sup>27</sup> Lemoore, City of, 2008, op. cit.

## 4.10 HYDROLOGY AND WATER QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv. Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### 4.10.1 Impact Analysis

- a. *Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?*

**Construction.** Pollutants of concern during construction include sediment, trash, petroleum products, concrete waste (dry and wet), sanitary waste, and chemicals. Each of these pollutants on its own or in combination with other pollutants can have a detrimental effect on water quality. During construction activities, excavated soil would be exposed, and there would be an increased potential for soil erosion and sedimentation compared to existing conditions. In addition, chemicals, liquid products, petroleum products (such as paints, solvents, and fuels), and concrete-related waste may be spilled or leaked during construction. Any of these pollutants have the potential to be transported via storm water runoff into receiving waters.

During construction, the total disturbed area at WTP Station 7 would be 27,000 square feet (approximately 0.6 acres) and the total disturbed area at WTP Station 1 would be 47,000 square feet (approximately 1.1 acres). Because the project disturbs greater than 1 acre of soil, the project is subject to the requirements of the State Water Resources Control Board NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No.

2009-0009-DWQ, as amended by 2010-0014-DWG and 2012-0006-DWQ, NPDES No. CAS000002) (Construction General Permit). The permit regulates stormwater discharges from construction sites which result in a Disturbed Soil Area of 1 acre or greater, and/or are smaller sites that are part of a larger common plan of development.

On-site construction activities subject to the Construction General Permit include clearing, grading, excavation, and soil stockpiling. State Water Resources Control Board Construction General Permit also requires the development of a Stormwater Pollution Prevention Plan (SWPPP) by a Qualified SWPPP Developer. A SWPPP identifies all potential pollutants and their sources, including erosion, sediments, and construction materials and must include a list of Best Management Practices (BMPs) to reduce the discharge of construction-related stormwater pollutants. A SWPPP must include a detailed description of controls to reduce pollutants and outline maintenance and inspection procedures. Typical sediment and erosion BMPs include protecting storm drain inlets, establishing and maintaining construction exits and perimeter controls to avoid tracking sediment off-site onto adjacent roadways. A SWPPP also defines proper building material staging and storage areas, paint and concrete washout areas, describes proper equipment/vehicle fueling and maintenance practices, measures to control equipment/vehicle washing and allowable non-stormwater discharges, and includes a spill prevention and response plan.

Required compliance with State and local regulations regarding stormwater during construction would ensure that the proposed project would result in less-than-significant impacts to water quality during construction.

**Operation.** The proposed project would include the installation of WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply. As described in the Project Description, the treatment processes that are proposed for both the Station 7 WTP and Station 11 WTP include pH reduction, ozone injection, GAC filtration, ion exchange filtration, pH stabilization, and disinfection.

Discharging brine water from ion exchange regeneration to the sewer has significant challenges from a regulatory standpoint. The City's current discharge from the wastewater treatment plant (WWTP) is at or near its regulated TDS limit. Backwash water would be supplied by the City's distribution system and backwash flow would be equalized into an equalization tank for subsequent discharge into the sewer system; however once arsenic is removed, spent brine would be disposed of offsite. Arsenic sludge would be characterized and periodically disposed of offsite. The City estimates that two loads of liquid brine would be off-hauled daily (one load from each site) to the EBMUD facility and one load of solid arsenic/brine wastes would be off-hauled every 3 months to Waste Management Kettleman Hills Landfill. Therefore, the proposed project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality and impacts would be less than significant.

*b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

Depth to groundwater was encountered within test boring at depths of between 9 and 21 feet below ground surface (bgs).<sup>28</sup> Groundwater level may fluctuate both seasonally and from year to year due to variations in rainfall, temperature, pumping from wells and possibly as the result of other factors such as irrigation. Groundwater is not anticipated to affect design or construction of the proposed WTPs.<sup>29</sup>

Temporary excavations for the WTPs may extend to depths of 5 feet bgs. As such, groundwater is not expected to be encountered during construction activities. Construction activities would compact soil, which can decrease infiltration during construction. However, construction activities would be temporary, and the reduction in infiltration would not be substantial. Therefore, construction of the project would result in a less than significant impact associated with depleting groundwater supplies or substantially interfering with groundwater recharge, and no mitigation is required.

The proposed project would include the installation of WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply. Water would flow to the WTPs directly from the City's groundwater wells that currently feed the site and pressure would be boosted at the WTPs to provide adequate pressure to transfer the water through each treatment process and into the onsite storage reservoir. In addition, all process equipment areas would be placed on concrete slab on grade pads. All other areas would consist of a compacted road base.<sup>30</sup> As such, the proposed WTPs would result in a minimal increase of impervious surface area and would not prevent water from infiltrating into the groundwater nor would it result in direct additions or withdrawals to existing groundwater. As such, operation of the project would result in a less than significant impact associated with depleting groundwater supplies or substantially interfering with groundwater recharge.

*c. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:*

*i. Result in substantial erosion or siltation on- or off-site;*

Implementation of the proposed project would include grading activities that could result in short-term soil erosion during the construction period. Exposed soils are considered erodible when subjected to concentrated surface flow or wind. As discussed under Section 4.7.1.b above, Mitigation Measure GEO-1 would reduce the potential for soil erosion. In addition, soil erosion and loss of topsoil would be minimized through implementation of SVJAPCD Regulation VIII fugitive dust control measures and compliance with the NPDES permit requirements. With incorporation of Mitigation Measure GEO-1 and compliance with NPDES permit requirements,

<sup>28</sup> BSK Associates, 2018, op. cit.

<sup>29</sup> Ibid.

<sup>30</sup> Carollo, 2019, op. cit.

construction of the proposed project would not result in substantial soil erosion or loss of topsoil. This impact would be less than significant with mitigation incorporated.

*ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;*

At Well Site 7, existing grade gently slopes from the north to the south. To minimize excavation and grading, slope of the plant area would also slope from north to south. Stormwater collection points would be provided and tie into the existing stormwater system. At Well Site 11, the existing grade is mostly flat with a slight slope to the north. Well Site 11 site does not connect into the City's stormwater collection system and contains a detention pond to capture stormwater. At both well sites, concrete surfaces without spill containment curbs would be sloped at 1 to 2 percent for facilitate drainage.

As discussed above, the proposed WTPs would result in a minimal increase of impervious surface area and would not prevent water from infiltrating into the groundwater. As such, implementation of the proposed project would not substantially increase the rate or amount of surface runoff that would result in flooding on or off site. This impact would be less than significant.

*iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or*

See Response 4.10.1.a.ii above. Implementation of the proposed project would not substantially increase the rate or amount of surface runoff that would the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. This impact would be less than significant.

*iv. Impede or redirect flood flows?*

Well Site 7 has a mix of Zone X (shaded), Zone X (unshaded), and Zone AE designations and Well Site 11 has a Zone X (unshaded) designation per the Federal Emergency Management Agency (FEMA) flood map.<sup>31</sup> Zone X (shaded) indicates a moderate flood hazard area and is between the limits of the base flood (100-year) and the 0.2 percent annual change (or 500 year) flood. Zone X (unshaded) is an area of minimal flood hazard. Zone AE is a special flood hazard area defined as having a 1 percent probability of flooding (100-year flood plain). The only portion of the Well 7 site shown as Zone AE is south of the site (where the existing Solar Field is) and east of the site access road. The elevations at Well Site 7 range from 213 to 215 feet, which is well above the base flood elevation line of 204 feet shown on the FEMA map. As such, Well Site 7 is outside of the pertinent 100-year flood plain. In addition, the elevations at Well Site 11 are approximately 210, which is also well above the base flood elevation line. As such, Well Site 11 is also outside of the pertinent 100-year flood plain. In addition, the project sites are generally level and are not immediately adjacent to any hillsides. As such, the risk from flooding would be low. Therefore, implementation of the proposed project would not impede or redirect flood flows, and a less-than-significant impact would occur.

<sup>31</sup> Carollo, 2019, op. cit.



*d. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?*

As indicated above, the project sites are not located within a FEMA designated 100-year or 500-year floodplain. In addition, the project sites are generally level and are not immediately adjacent to any hillsides. As such, the risk from flooding would be low. Furthermore, no enclosed bodies of water are in close enough proximity that would create a potential risk for seiche or a tsunami at the project sites. Therefore, there would be no impact related to potential hazards from inundation from flood, tsunami, or seiche.

*e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

As discussed in Response 4.10.1.a, pollutants of concern during construction include sediment, trash, petroleum products, concrete waste (dry and wet), sanitary waste, and chemicals. Each of these pollutants on its own or in combination with other pollutants can have a detrimental effect on water quality. During construction activities, excavated soil would be exposed, and there would be an increased potential for soil erosion and sedimentation compared to existing conditions. In addition, chemicals, liquid products, petroleum products (such as paints, solvents, and fuels), and concrete-related waste may be spilled or leaked during construction. These pollutants may percolate to shallow groundwater from construction activities. However, required compliance with State and local regulations regarding stormwater during construction would ensure that the proposed project would result in less-than-significant impacts to water quality during construction.

During operation of the proposed project, the WTPs at Well Site 7 and Well Site 11 would meet the water quality objectives for treating the City's water supply. Water would flow to the WTPs directly from the City's groundwater wells that currently feed the site and pressure would be boosted at the WTPs to provide adequate pressure to transfer the water through each treatment process and into the onsite storage reservoir. In addition, all process equipment areas at the WTPs would be constructed on a concrete slab on grade pads. All other areas would consist of a compacted road base. As such, the proposed WTPs would result in a minimal increase of impervious surface area and would not prevent water from infiltrating into the groundwater nor would it result in direct additions or withdrawals to existing groundwater. As such, operation of the project would result in a less than significant impact associated with groundwater quality due to stormwater runoff. As such, the proposed project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan and impacts would be less than significant.

## 4.11 LAND USE AND PLANNING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 4.11.1 Impact Analysis

#### a. *Would the project physically divide an established community?*

The physical division of an established community typically refers to the construction of a feature (such as an interstate highway or railroad tracks) or removal of a means of access (such as a local road or bridge) that would impair mobility within an existing community, or between a community and outlying areas. For instance, the construction of an interstate highway through an existing community may constrain travel from one side of the community to another; similarly, such construction may also impair travel to areas outside of the community.

The proposed project would include the installation of WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply. Installation of the WTPs within these existing well sites would not disturb or alter access to any existing adjacent land uses. Therefore, the proposed project would not result in a physical division of an established community or adversely affect the continuity of land uses in the vicinity, and there would be no impact.

#### b. *Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

The Land Use Element of the City of Lemoore General Plan currently designates Well Site 7 as Public/Institutional and designates Well Site 11 as Transportation/Utilities/ROW. The zoning designation for Well Site 7 is Public Services and Community Facilities (CF) and Medium Density Residential (RMD) and the zoning designation for Well Site 11 is Parks and Recreation/Ponding Basin (PR). Land use at the project sites would remain the same with project implementation, and the proposed project would not conflict with any applicable land use plan, policy or regulation of the City of Lemoore that was adopted for the purpose of avoiding or mitigating an environmental impact. As such, no land use incompatibilities or conflicts with existing plans or policies would result from the proposed project. Therefore, the proposed project would not conflict with any applicable land use plan, policy or regulation, and no impact would occur.

## 4.12 MINERAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 4.12.1 Impact Analysis

- a. *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

The Surface Mining and Reclamation Act (SMARA) regulates surface mining in California. SMARA was adopted in 1975 to protect the State's need for a continuing supply of mineral resources and to protect the public and environmental health. SMARA requires that all cities incorporate mapped mineral resource designations approved by the State Mining and Geology Board into their General Plans.

State and local governments classify mineral resources based on geologic factors. The State Geologist is required classify the mineral resources area as one of the four mineral resource zones (MRZ), as a scientific resource zone, or as an identified resource area as follows:

- **MRZ-1:** Adequate information indicates that no significant mineral deposits are present or likely to be present.
- **MRZ-2:** Adequate information indicates that significant mineral deposits are present, or a likelihood of their presence, and development should be controlled.
- **MRZ-3:** The significance of mineral deposits cannot be determined from the available data.
- **MRZ-4:** There is insufficient data to assign any other MRZ designation.
- **SZ Areas:** Contains unique or rare occurrences of rocks, minerals, or fossils that are of outstanding scientific significance.
- **IRA Areas:** Areas identified by the County or State Division of Mines and Geology, where adequate production and information indicates that significant minerals are present.

According to the City's General Plan, there are no mapped mineral resources in the City and no regulated mine facilities as of July 2007.<sup>32</sup>

The proposed project would include the installation of WTPs at two existing well sites. The project would result in disturbance to a relatively small area, and based on available data, a mineral resource loss associated with project implementation is not anticipated. Therefore, implementation of the proposed project would not result in the loss of known mineral resources or recovery sites. Therefore, no impact would occur.

*b. Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

Refer to Section 4.12.1.a. Implementation of the proposed project would not result in the loss of availability of a locally-important mineral resource recovery site. Therefore, no impact would occur.

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<sup>32</sup> Lemoore, City of, 2008, op. cit.

## 4.13 NOISE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 4.13.1 Impact Analysis

- a. *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Noise is usually defined as unwanted sound. Noise consists of any sound that may produce physiological or psychological damage and/or interfere with communication, work, rest, recreation, or sleep. Several noise measurement scales exist that are used to describe noise in a particular location. A decibel (dB) is a unit of measurement that indicates the relative intensity of a sound. Sound levels in dB are calculated on a logarithmic basis. An increase of 10 dB represents a 10-fold increase in acoustic energy, while 20 dB is 100 times more intense and 30 dB is 1,000 times more intense. Each 10 dB increase in sound level is perceived as approximately a doubling of loudness; and similarly, each 10 dB decrease in sound level is perceived as half as loud. Sound intensity is normally measured through the A-weighted sound level (dBA). This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. The A-weighted sound level is the basis for 24-hour sound measurements that better represent human sensitivity to sound at night.

As noise spreads from a source, it loses energy so that the farther away the noise receiver is from the noise source, the lower the perceived noise level would be. Geometric spreading causes the sound level to attenuate or be reduced, resulting in a 6 dB reduction in the noise level for each doubling of distance from a single point source of noise to the noise sensitive receptor of concern.

There are many ways to rate noise for various time periods, but an appropriate rating of ambient noise affecting humans also accounts for the annoying effects of sound. Equivalent continuous sound level ( $L_{eq}$ ) is the total sound energy of time varying noise over a sample period. However, the predominant rating scales for human communities in the State of California are the  $L_{eq}$ , the community noise equivalent level (CNEL), and the day-night average level ( $L_{dn}$ ) based on dBA. CNEL is the time varying noise over a 24-hour period, with a 5 dBA weighting factor applied to the hourly  $L_{eq}$  for noises occurring from 7:00 p.m. to 10:00 p.m. (defined as relaxation hours) and 10 dBA

weighting factor applied to noise occurring from 10:00 p.m. to 7:00 a.m. (defined as sleeping hours).  $L_{dn}$  is similar to the CNEL scale, but without the adjustment for events occurring during the evening relaxation hours. CNEL and  $L_{dn}$  are within one dBA of each other and are normally exchangeable. The noise adjustments are added to the noise events occurring during the more sensitive hours.

A project would have a significant noise effect if it would substantially increase the ambient noise levels for adjoining areas or conflict with adopted environmental plans and goals of applicable regulatory agencies, including, as appropriate, the City of Lemoore.

The City's General Plan Noise Element<sup>33</sup> provides guiding policies and implementing policies that strive to achieve an acceptable noise environment, ensure new development is compatible with the noise environment, and protect especially sensitive uses from excessive noise, including schools, hospitals, and senior care facilities. The following policies are applicable to the proposed project:

- SN-I-32: Use the community noise compatibility standards, shown in Table 4.E, as review criteria for new land uses.
- SN-I-33: Consider an increase of 5 or more dBA to be "significant" if the resulting noise level would exceed that described as "normally acceptable" in Table 4.E.
- SN-I-40: Require developers to mitigate the noise impacts of new development on adjacent properties as a condition of permit approval through appropriate means, including, but not limited to:
  - Screen and control noise sources, such as parking and loading facilities, outdoor activities, and mechanical equipment;
  - Increase setbacks for noise sources from adjacent dwellings;
  - Retain fences, walls, and landscaping that serve as noise buffers;
  - Use soundproofing materials and double-glazed windows;
  - Use open space, building orientation and design, landscaping and running water to mask sounds;
  - Control hours of operation, including deliveries and trash pickup, to minimize noise impacts; and
  - As a last resort, construct noise walls along highways and arterials when compatible with aesthetic concerns and neighborhood character. This would be a developer responsibility.

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<sup>33</sup> Lemoore, City of, 2008, op. cit.

**Table 4.E: Land Use Compatibility for Community Noise Environments**

	Community Noise Exposure $L_{dn}$ or CNEL (dB)						
	55	60	65	70	75	80	85
Residential – Low Density Single Family							
Residential – Multi Family							
Mixed-Use and High Density Residential							
Transient Lodging – Motels, Hotels							
Schools, Libraries, Churches, Hospitals, Nursing Homes							
Auditoriums, Concerts, Halls, Amphitheaters							
Sports Area, Outdoor Spectator Sports							
Playgrounds, Neighborhood Parks							
Golf Courses, Riding Stables, Water Recreation, Cemeteries							
Office Buildings, Businesses Commercial and Professional							
Industrial, Manufacturing Utilities, Agriculture							

Source: City of Lemoore (2007).

Normally Acceptable		Specified land use is satisfactory, based upon the assumption that any building involved is of normal conventional construction, without any special noise insulation requirements.
Conditionally Acceptable		New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.
Normally Unacceptable		New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.
Clearly Unacceptable		New construction or development should not be undertaken.

- SN-I-43: Require new noise sources to use best available control technology to minimize noise emissions.
- SN-I-44: Require noise from permanent mechanical equipment to be reduced by soundproofing materials and sound-deadening installation.
- SN-I-45: Minimize vehicular and stationary noise sources and noise emanating from temporary activities, such as those arising from construction work.

Article 9-5B-2: Noise, Odor, and Vibration Performance Standards (Noise Standards) in the City's Municipal Code includes performance standards for all permanent and temporary land uses within the City relative to noise, odor, and vibration in order to provide compatibility between neighboring land uses by minimizing various potential impacts.<sup>34</sup> The Noise Standards set land use noise standards as shown in Table 4.F.

**Table 4.F: Land Use Noise Standards**

Land Use	Noise Standards (dB CNEL)	
	Interior Noise	Exterior Noise
Residential Uses	45	65 <sup>1</sup>
Residential Uses in Mixed Use Zones	45	70
Commercial	-	70
Office	50	70
Industrial	55	75
Public Facilities	50	70
Parks	-	70
Schools	50	65

Source: City of Lemoore (2018).

<sup>1</sup> In outdoor living areas, e.g., backyards.

The Noise Standards also address construction activity noise and states that construction activities are exempt from the City's noise standards provided that activities occur between the hours of 7:00 a.m. to 8:00 p.m. Monday through Saturday. Extended construction hours may only be allowed by the review authority through conditions of approval between 8:00 p.m. and 10:00 p.m. On Sundays and national holidays, construction activities may only be allowed by the review authority through conditions of approval between 9:00 a.m. and 5:00 p.m.

Certain land uses are considered more sensitive to noise than others. Examples of these sensitive land uses include residential areas, educational facilities, hospitals, childcare facilities, and senior housing. The closest sensitive receptors to Well Site 7 include the planned residential development located approximately 80 feet west of the site boundary and the closest sensitive receptors to Well Site 11 include the single-family residences located approximately 90 feet south of the site boundary.

<sup>34</sup> Lemoore, City of, 2018, op. cit.



**Short-Term (Construction) Noise Impacts.** Project construction would result in short-term noise impacts on the nearby sensitive receptors. Maximum construction noise would be short-term, generally intermittent depending on the construction phase, and variable depending on receiver distance from the active construction zone. The duration of noise impacts generally would be from one day to several days depending on the phase of construction. The level and types of noise impacts that would occur during construction are described below.

Short-term noise impacts would occur during grading and site preparation activities. Table 4.G lists typical construction equipment noise levels ( $L_{max}$ ) recommended for noise impact assessments, based on a distance of 50 feet between the equipment and a noise receptor, obtained from the Federal Highway Administration (FHWA) Roadway Construction Noise Model. Construction-related short-term noise levels would be higher than existing ambient noise levels currently in the project area but would no longer occur once construction of the project is completed.

**Table 4.G: Typical Construction Equipment Noise Levels**

Equipment Description	Acoustical Usage Factor (%)	Maximum Noise Level ( $L_{max}$ ) at 50 Feet <sup>1</sup>
Backhoes	40	80
Compactor (ground)	20	80
Compressor	40	80
Cranes	16	85
Dozers	40	85
Dump Trucks	40	84
Excavators	40	85
Flat Bed Trucks	40	84
Forklift	20	85
Front-end Loaders	40	80
Graders	40	85
Impact Pile Drivers	20	95
Jackhammers	20	85
Pick-up Truck	40	55
Pneumatic Tools	50	85
Pumps	50	77
Rock Drills	20	85
Rollers	20	85
Scrapers	40	85
Tractors	40	84
Welder	40	73

Source: Roadway Construction Noise Model (FHWA 2006).

Note: Noise levels reported in this table are rounded to the nearest whole number.

<sup>1</sup> Maximum noise levels were developed based on Spec 721.560 from the Central Artery/Tunnel (CA/T) program to be consistent with the City of Boston's Noise Code for the "Big Dig" project.

$L_{max}$  = maximum instantaneous sound level

Two types of short-term noise impacts could occur during construction of the proposed project. The first type involves construction crew commutes and the transport of construction equipment and materials to the sites, which would incrementally increase noise levels on roads leading to the sites.

As shown in Table 4.G, there would be a relatively high single-event noise exposure potential at a maximum level of 84 dBA  $L_{max}$  with trucks passing at 50 feet.

The second type of short-term noise impact is related to noise generated during grading and construction on the project site. Construction is performed in discrete steps, or phases, each with its own mix of equipment and, consequently, its own noise characteristics. These various sequential phases would change the character of the noise generated on site. Therefore, the noise levels vary as construction progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase.

Typical maximum noise levels range up to 87 dBA  $L_{max}$  at 50 feet during the noisiest construction phases. The site preparation phase, including excavation and grading of the site, tends to generate the highest noise levels because earthmoving machinery is the noisiest construction equipment. Earthmoving equipment includes excavating machinery such as backfillers, bulldozers, draglines, and front loaders. Earthmoving and compacting equipment includes compactors, scrapers, and graders. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full-power operation followed by 3 or 4 minutes at lower power settings.

Construction of the proposed project would begin October 2019 and would be completed by November 2020. Construction activities and equipment for both of WTPs includes the following:

- Shallow soil excavation and re-compaction using bulldozers;
- Limited trenching for conveyance pipelines and electrical duct bank installation using backhoes;
- Forming and pouring of concrete foundation slabs and equipment pads using typical equipment;
- Installation of process vessels, tanks and electrical power and controls using a crane and reach-lift; and
- Site resurfacing including minor paving using typical equipment.

This analysis assumes that a bulldozer, dump truck, and backhoe would be operating simultaneously during construction of the WTPs. Based on the typical construction equipment noise levels shown in Table 4.G, noise levels associated with a bulldozer, dump truck, and backhoe operating simultaneously would be approximately 88 dBA  $L_{max}$  at 50 feet.

As noted above, the closest sensitive receptors to Well Site 7 include the planned residential development located approximately 80 feet west of the site boundary and the closest sensitive receptors to Well Site 11 include the single-family residences located approximately 90 feet south of the site boundary.

At 80 feet, there would be a decrease of approximately 4 dBA due to distance attenuation compared to the noise level measured at 50 feet from the active construction area and at 90 feet, there would be a decrease of approximately 5 dBA due to distance attenuation. Therefore, the closest sensitive receptor to Well Site 7 may be subject to short-term maximum construction noise reaching 84 dBA

$L_{max}$  during construction and the closest sensitive receptor to Well Site 11 may be subject to short-term maximum construction noise reaching 83 dBA  $L_{max}$  during construction. However, construction equipment would operate at various locations within the project sites and would only generate this maximum noise level when operations occur closest to the receptor.

Construction noise is permitted by the City of Lemoore when activities occur between the hours of 7:00 a.m. to 8:00 p.m. Monday through Saturday. In addition, Mitigation Measure NOI-1 would be required to limit construction activities to daytime hours and would reduce potential construction period noise impacts for the indicated sensitive receptors to a less-than-significant level.

- Mitigation Measure NOI-1:** The project contractor shall implement the following measures during construction of the proposed WTPs:
- Equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.
  - Place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the active project site.
  - Locate equipment staging in areas that would create the greatest possible distance between construction-related noise sources and noise-sensitive receptors nearest the active project site during all construction activities.
  - Ensure that all general construction related activities are restricted to between the hours of 7:00 a.m. to 8:00 p.m. Monday through Saturday.
  - Designate a "disturbance coordinator" at the City who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (e.g., starting too early, bad muffler) and would determine and implement reasonable measures warranted to correct the problem.

Implementation of Mitigation Measure NOI-1 would limit construction hours and require the construction contractor to implement noise reducing measures during construction, which would reduce short-term construction noise impacts to a less-than-significant level.

**Operational Noise Impacts.** A significant impact would occur if the project would exceed established standards, including resulting in a substantial permanent increase in ambient exterior noise levels above levels existing without the project. In acoustics, every doubling of an equal sound energy would result in a 3 dBA increase in combined noise level (an increase of 3 dBA represents the lowest noise increase that is perceptible by humans outside of a laboratory environment). As identified above, General Plan Policy SN-I-33 states that an increase of 5 or more dBA would be significant.

The proposed project includes the installation of WTPs at two existing well sites. Operation of the WTPs has the potential to generate an increase in the ambient noise environment associated with noise from vehicles and trucks, pumps, and other similar equipment.

As identified in the Project Description, the proposed WTPs would both operate 18 to 24 hours a day 7 days a week and staff operations would occur 4 hours day, Monday through Friday. Current staff visits to the site would remain the same at both well sites with implementation of the proposed project. Two maintenance workers would continue to visit the sites daily. In addition, the City estimates that two loads of liquid brine would be off-hauled daily (one load from each site). Due to the limited increase in daily traffic trips, the proposed project would not result in substantial traffic noise effects on adjacent land uses.

The components of the proposed WTPs that would generate the most noise would be the booster pumps used for boosting pressure to get through the treatment processes. Each booster pump is conservatively estimated to generate 65 dBA  $L_{max}$  at 20 feet from the pump.

**Well Site 7.** At Well Site 7, there are currently three existing booster pumps, which generate a combined noise level of approximately 69.8 dBA  $L_{max}$  at 50 feet. Implementation of the Station 7 WTP would include two new pumps for a total of five booster pumps, which would generate a combined noise level of approximately 72.0 dBA  $L_{max}$  at 50 feet. Therefore, operation of the booster pumps at the Station 7 WTP would increase noise levels by approximately 2.2 dBA, which is below the 3 dBA increase considered to be perceptible by the human ear in an outdoor environment and the City's significance criteria of 5 dBA or more.

In addition, the closest sensitive receptors to Well Site 7 include the planned residential development located approximately 80 feet west of the site boundary. However, booster pumps would be located approximately 45 feet east of the project boundary, approximately 125 feet from the residences. At 125 feet, there would be a decrease of approximately 16 dBA due to distance attenuation. Therefore, the closest sensitive receptor would be subject to noise levels of approximately 56.0 dBA  $L_{max}$ . As shown in Table 4.F above, the City sets exterior noise level standards at 65 dBA CNEL at receiving residential land uses. As identified above, the WTP would operate up to 24 hours a day 7 days a week. When averaged over a 24-hour period, this noise level would be approximately 62.7 dBA CNEL, which would not exceed the City's noise level standards for residential land uses. Therefore, the Station 7 WTP would not expose persons to noise levels in excess of noise standards and noise impacts would be less than significant.

**Well Site 11.** At Well Site 11, there are currently two existing booster pumps and one reserved for future use, which generate a combined noise level of approximately 69.8 dBA  $L_{max}$  at 50 feet. Implementation of the proposed project would include four new pumps for a total of seven booster pumps, which would generate a combined noise level of approximately 73.5 dBA  $L_{max}$  at 50 feet. Therefore, operation of the booster pumps at the Station 11 WTP would increase noise levels by approximately 3.7 dBA, which would be below the City's significance criteria of 5 dBA or more.

In addition, the closest sensitive receptors to Well Site 11 include the single-family residences located approximately 90 feet south of the site boundary. However, booster pumps would be

located approximately 35 feet north of the project boundary, approximately 125 feet from the residences. At 125 feet, there would be a decrease of approximately 16 dBA due to distance attenuation. Therefore, the closest sensitive receptor would be subject to noise levels of approximately 57.5 dBA  $L_{max}$ . As shown in Table 4.F above, the City sets exterior noise level standards at 65 dBA CNEL at receiving residential land uses. As identified above, the WTP would only operate up to 24 hours a day 7 days a week. When averaged over a 24-hour period, this noise level would be approximately 64.2 dBA CNEL. In addition, a 7-foot tall CMU wall would be added along the southern border of the site to screen the residential area from the Station 11 WTP. LSA calculated the attenuation provided by the wall, and determined that the wall would reduce noise levels by approximately 6.1 dBA. Therefore, the closest sensitive receptors would be exposed to a maximum noise level of approximately 58.1 dBA  $L_{max}$ , which would not exceed the City's noise level standards for residential land uses. Therefore, the Station 11 WTP would not expose persons to noise levels in excess of noise standards and noise impacts would be less than significant.

*b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?*

Vibration refers to groundborne noise and perceptible motion. Groundborne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors. Vibration energy propagates from a source, through intervening soil and rock layers, to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Building vibration may be perceived by the occupants as the motion of building surfaces, rattling of items on shelves or hanging on walls, or as a low-frequency rumbling noise. The rumbling noise is caused by the vibrating walls, floors, and ceilings radiating sound waves. Annoyance from vibration often occurs when the vibration exceeds the threshold of perception by 10 dB or less. This level is an order of magnitude below the damage threshold for normal buildings.

Typical sources of groundborne vibration are construction activities (e.g., pavement breaking and operating heavy-duty earthmoving equipment), and occasional traffic on rough roads. In general, groundborne vibration from standard construction practices is only a potential issue when within 25 feet of sensitive uses. Groundborne vibration levels from construction activities very rarely reach levels that can damage structures; however, these levels are perceptible near the active construction site. With the exception of old buildings built prior to the 1950s or buildings of historic significance, potential structural damage from heavy construction activities rarely occurs. When roadways are smooth, vibration from traffic (even heavy trucks) is rarely perceptible.

The streets surrounding the well sites consist of compacted road base and are unlikely to cause significant groundborne vibration. In addition, the rubber tires and suspension systems of buses and other on-road vehicles make it unusual for on-road vehicles to cause groundborne noise or vibration problems. It is, therefore, assumed that no such vehicular vibration impacts would occur, and no vibration impact analysis of on-road vehicles would be necessary. Therefore, once constructed, the WTPs would not contain uses that would generate groundborne vibration. This impact would be less than significant.

In addition, construction of the WTPs would involve grading and site preparation activities but would not involve the use of construction equipment that would result in substantial ground-borne vibration or ground-borne noise on properties adjacent to the well sites. No pile driving or other construction activity that would generate very high noise levels or ground borne vibration would occur. Furthermore, operation of the WTPs would not generate substantial ground-borne noise and vibration. Therefore, implementation of the proposed project would not result in the exposure of persons to or generation of excessive ground-borne noise and vibration impacts are considered less than significant.

*c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

The well sites are not located within an airport land use plan, or within 2 miles of a public airport or public use airport. The closest airport is Naval Air Station Lemoore, located approximately 5 miles southeast of Well Site 7 and approximately 8 miles southeast of Well Site 11. Therefore, the project sites are not located within 2 miles of a public or public use airport. In addition, the proposed project would install WTPs at existing well sites and would not increase the residential or working population at the project sites. Therefore, the proposed project would not expose people to excessive noise levels related to airports and no impact would occur.

#### 4.14 POPULATION AND HOUSING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

##### 4.14.1 Impact Analysis

- a. *Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

The proposed project would include the installation of WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply. Current staff visits to the site would remain the same at both well sites with implementation of the proposed project. Two maintenance workers would continue to visit the sites daily. No increase in employment is anticipated as a result of project implementation. The proposed project would not include any new housing, commercial or industrial space, result in the conversion of adjacent land uses, or provide access to previously inaccessible areas. It would not provide additional major infrastructure or increase the capacity of the existing water system. Therefore, implementation of the proposed project would not directly or indirectly induce substantial population growth and no impact would occur.

- b. *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

The Station 7 WTP would be located at Well Site 7. Well Site 7 currently consists of a 1.5 MG storage reservoir, a booster pump station, a sodium hypochlorite chemical feed system, Well 7, and a solar field. In addition, a new 1.5 MG reservoir is in the process of being constructed north of the existing water storage reservoir. A 12-inch sewer line runs along the west side of the plant. The Station 11 WTP would be located at Well Site 11. Well Site 11 consists of a 0.9 MG storage reservoir, a booster pump station, a sodium hypochlorite chemical feed system, Well 11, and a solar field. The City has plans to construct a new 0.9 MG storage reservoir on the south side of the existing reservoir. The existing site has a stormwater detention basin located on the west side of the existing storage reservoir and a 6-inch sewer line running along the east side of the site. As such, both well sites are currently developed with existing infrastructure and no permanent housing is located on the project site. Therefore, implementation of the proposed project would not remove existing housing, necessitating the construction of replacement housing elsewhere. Therefore, no impact would occur.

## 4.15 PUBLIC SERVICES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 4.15.1 Impact Analysis

- a. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*

i. *Fire protection?*

The Lemoore Volunteer Fire Department (LVFD) has operated as an all-volunteer department since 1921. The LVFD includes one Chief, two Assistant Chiefs, four Crew Captains, seven Engineers, eleven Emergency Medical Technicians, one paid part-time Secretary, and one paid full-time maintenance worker. The department covers an area of approximately 9 square miles, with Mutual Aid Agreements with Kings County Fire, Hanford City Fire and the Naval Air Station Lemoore. Other public services provided include fire inspections, tours and demonstrations, permitting of certain hazardous materials, and investigation of hazardous materials incidents. The Fire Department regulates explosive and hazardous materials under the Uniform Fire Code, and permits the handling, storage and use of any explosive or other hazardous material.<sup>35</sup>

The proposed project would not include the construction of structures that would increase the population in the area or that would generate a higher demand for fire protection. Therefore, the demand for fire protection for the project would be the same as under existing conditions. No impact to fire protection would occur.

<sup>35</sup> Lemoore, City of, 2008, op. cit.



*ii. Police protection?*

The Lemoore Police Department provides police protection to the sites. The Lemoore Police Department station is located at 657 Fox Street. The Lemoore Police Department currently has 31 sworn officers, 7 civilian staff members, and 30 vehicles, a ratio of 1.33 officers per 1,000 residents.<sup>36</sup>

The proposed project would not include the construction of structures that would increase the population in the area or that would generate a higher demand for police protection. Therefore, the demand for police protection for the project would be the same as under existing conditions. No impact to police protection would occur.

*iii. Schools?*

Implementation of the proposed project would not include the construction of any new residential uses. As described in Section 4.14.1.a, the proposed project would not induce housing or population growth, either directly or indirectly, within the City. Therefore, implementation of the proposed project would not result in an increase in the number of school-age children in the area and would not increase demand for schools. As a result, no impact would occur.

*v. Parks?*

The proposed project does not include the construction of structures that would increase the population in the area or that would generate a higher demand for parks or other public facilities. Therefore, the demand for parks for the project would be the same as under existing conditions. No impact to parks would occur.

*v. Other public facilities?*

The proposed project does not include the construction of structures that would increase the population in the area or that would generate a higher demand for parks or other public facilities. Therefore, the demand for public facilities for the project would be the same as under existing conditions. No impact to public facilities would occur.

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<sup>36</sup> Ibid.

## 4.16 RECREATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 4.16.1 Impact Analysis

- a. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

Development of the project would include the installation of WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply. No housing would be constructed as part of the project. Therefore, implementation of the proposed project would not increase the use of existing neighborhood or regional parks in the project vicinity. Implementation of the proposed project would not have an adverse effect on existing park facilities and would not generate a demand for additional recreational facilities. No impact would occur, and no mitigation is required.

- b. *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

See Section 4.16.1.a, above. The proposed project would not include construction or expansion of recreational facilities. Therefore, no impact would occur and no mitigation is required.

## 4.17 TRANSPORTATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict or be inconsistent with CEQA Guidelines §15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 4.17.1 Impact Analysis

*a. Would the project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?*

At the core of Lemoore's circulation network is the roadway system. All modes of transportation depend to some degree upon the roadway system. In Lemoore, this system is based on a traditional grid pattern in the downtown surrounded by a system of arterial and collector roadways. Regional access is provided by State Route 198 from northeast to southwest and State Route 41 from north to south.

Kings Area Rural Transit (KART) provides fixed-route and demand-response (Dial-a-Ride) service in the Lemoore Planning Area. Amtrak and Orange Belt provide bus service connections to areas outside of the KART service area. These services connect to Goshen in Tulare County for transfers to Greyhound or to Paso Robles to connect to points beyond. The Navy base provides bus service around the military base to areas that KART does not serve. The KART fixed route system covers all of the urbanized areas, as well as the rural communities of Kings County and Visalia. Dial-a-Ride services are offered by KART each weekday within the communities of Hanford, Lemoore, Armona and Avenal to meet the needs of the disabled community who might not be able to access the fixed route services.<sup>37</sup>

Kings County's Regional Bicycle Plan, adopted in 2005, illustrates both existing and planned bikeways for the City of Lemoore as well as other jurisdictions within the County. Currently Lemoore's bikeways extend throughout central Lemoore to the Municipal Golf Course and Little League field in the south and out 18<sup>th</sup> Avenue to the north. Planned bikeways will expand the network further out from central Lemoore to include the West Hills Community College in the west.<sup>38</sup>

Pedestrian flow patterns show similarities to vehicular traffic stream characteristics. Speed, flow rate, and density are interrelated. Capacity and density for pedestrians are dependent on width of

<sup>37</sup> Lemoore, City of, 2008, op. cit.

<sup>38</sup> Ibid.

the walking facility and the type of walking facility (e.g., walkways, crosswalks, and street corners). For crosswalks, pedestrian capacity and waiting time is affected by turning vehicles, signal timing, pedestrian/vehicle right-of-way laws, and pedestrian platoons meeting in the middle of the street. Street corners at signalized intersections are holding areas as well, and can be a critical location in the sidewalk network. While sidewalk capacity is not an issue, in general, all areas should be designed to a scale that accommodates pedestrians and bicyclists. Improvements in areas within the City that currently have undersized or no pedestrian facilities should be made a priority so that the pedestrian system will be better connected. Pedestrian-friendly facilities should also be provided near transit stops and adjacent to medium and higher density residential areas.<sup>39</sup>

The proposed project would include the installation of WTPs at two existing well sites, Well Site 7 and Well Site 11. As discussed in the Project Description, current staff visits to the site would remain the same at both well sites with implementation of the proposed project. Two maintenance workers would continue to visit the sites daily. In addition, the City estimates that two loads of liquid brine would be off-hauled daily (one load from each site) to the EBMUD facility and one load of solid arsenic/brine wastes would be off-hauled every 3 months to Waste Management Kettleman Hills Landfill.

Due to the limited addition of project-related traffic, the proposed project is not anticipated to generate a significant number of trips that would result in the deficiency of existing intersections within the vicinity of the project sites. As such, the addition of project traffic is not anticipated to generate a significant number of trips that would result in the deficiency of existing intersections within the project sites vicinity. In addition, implementation of the proposed project would not disrupt or otherwise prevent roadway improvements, including the addition of bike paths or sidewalks in the vicinity of the project sites. The project would also not disrupt existing transit services. Therefore, the proposed project would not conflict with any plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system or congestion management program. This impact would be less than significant.

*b. Would the project conflict or be inconsistent with CEQA Guidelines §15064.3, subdivision (b)?*

On September 27, 2013, Governor Jerry Brown signed SB 743 into law and started a process that changes the methodology of a transportation impact analysis as part of CEQA requirements. SB 743 directed the California Office of Planning and Research to establish new CEQA guidance for jurisdictions that removes the level of service method, which focuses on automobile vehicle delay and other similar measures of vehicular capacity or traffic congestion, from CEQA transportation analysis. Rather, VMT, or other measures that promote “the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses,” are now be used as the basis for determining significant transportation impacts in the State.

As identified above, current staff visits to the site would remain the same at both well sites with implementation of the proposed project. Two maintenance workers would continue to visit the sites daily. In addition, the City estimates that two loads of liquid brine would be off-hauled daily (one load from each site) to the EBMUD facility and one load of solid arsenic/brine wastes would be off-

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<sup>39</sup> Ibid.

hauled every 3 months to Waste Management Kettleman Hills Landfill. The EBMUD facility is located approximately 203 miles from Well Site 7 and approximately 206 miles from Well Site 11. In addition, Waste Management Kettleman Hills Landfill is located approximately 29 miles from Well Site 7 and approximately 32 miles from Well Site 11. As such, it is anticipated that Well Site 7 would generate approximately 148,422 VMT per year and Well Site 11 would generate approximately 150,380 VMT per year.

The City of Lemoore has not established a threshold of significance for VMT. However, as the proposed project would only include new WTPs at existing well sites, operation of the proposed project is not anticipated to generate a significant number of trips that would result in the deficiency of existing intersections within the project sites vicinity. In addition, implementation of the proposed project would not disrupt or otherwise prevent roadway improvements, including the addition of bike paths or sidewalks in the vicinity of the project sites. The project would also not disrupt existing transit services. As such, implementation of the proposed project is not anticipated to generate a substantial increase in VMT and would not conflict with goals related to the reduction of VMT and compliance with SB 743. Therefore, the project would be consistent with State CEQA Guidelines Section 15064.3. Implementation of the proposed project would result in less-than-significant VMT impacts, and no mitigation would be required.

*c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

The proposed project includes the installation of WTPs at Well Site 7 and Well Site 11. The proposed project would be within the footprint of the existing well sites and would not result in the expansion of either well site. As such, implementation of the proposed project would not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment). Therefore, no impact would occur.

*d. Would the project result in inadequate emergency access?*

The proposed project would not result in the development of structures or alteration of existing roadways that would impede or obstruct emergency response plans or evacuation plans. Therefore, development and operation of the proposed project is not anticipated to interfere with emergency access, and no impact would occur.

## 4.18 TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? Or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 4.18.1 Impact Analysis

- a. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:*
- i. *Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? Or*
  - ii. *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.*

AB 52, which became law on January 1, 2015, provides for consultation with California Native American tribes during the CEQA environmental review process, and equates significant impacts to "tribal cultural resources" with significant environmental impacts. PRC Section 21074 states that "tribal cultural resources" are:

Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe and are one of the following:

- Included or determined to be eligible for inclusion in the California Register of Historical Resources;
- Included in a local register of historical resources as defined in subdivision (k) of PRC Section 5020.1; or
- A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

A “historical resource” (PRC Section 21084.1), a “unique archaeological resource” (PRC Section 21083.2(g)), or a “nonunique archaeological resource” (PRC Section 21083.2 (h)) may also be a tribal cultural resource if it is included or determined to be eligible for inclusion in the California Register. The consultation provisions of the law require that a public agency consult with local Native American tribes that have requested placement on that agency’s notification list for CEQA projects. Within 14 days of determining that a project application is complete, or a decision by a public agency to undertake a project, the lead agency must notify tribes of the opportunity to consult on the project, should a tribe have previously requested to be on the agency’s notification list. California Native American tribes must be recognized by the NAHC as traditionally and culturally affiliated with the project site, and must have previously requested that the lead agency notify them of projects. Tribes have 30 days following notification of a project to request consultation with the lead agency.

The purpose of consultation is to inform the lead agency in its identification and determination of the significance of tribal cultural resources. If a project is determined to result in a significant impact on an identified tribal cultural resource, the consultation process must occur and conclude prior to adoption of a Negative Declaration or Mitigated Negative Declaration, or certification of an Environmental Impact Report (PRC Sections 21080.3.1, 21080.3.2, 21082.3).

On July 12, 2019, LSA submitted a request to the NAHC to request a review of the Sacred Lands File (SLF) for the presence of Native American cultural resources that might be impacted by the proposed project. The NAHC maintains the SLF database and is the official State repository of Native American sacred-site location records in California.

Ms. Katy Sanchez, NAHC Associate Environmental Planner, responded to the SLF search request on July 25, 2019, stating that the results were negative, and that no Native American cultural resources were known in the area.

On August 15, 2019, the City provided formal notification to the California Native American tribes that are traditionally and culturally affiliated with the geographic area within which the project sites are located, pursuant to the consultation requirements of AB 52. The City received no responses from the tribal representatives during the 30-day comment period.



## 4.19 UTILITIES AND SERVICE SYSTEMS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### 4.19.1 Impact Analysis

- a. *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*

The proposed project would include the installation of WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply. Construction and operation of the proposed project would have minimal to no impacts on water supply, natural gas, and telecommunications facilities. Therefore, no exceedance of the capacities of these services would occur that would result in a significant environmental impact. Development of the proposed project has the potential to impact wastewater treatment and sewer services due to the proposed treatment processes. In addition, the proposed WTPs would be powered by electricity; therefore operation of the proposed project has the potential to impact electrical services due to the need to modify utility service capacity from PG&E to accommodate the existing loads.

As described in Section 4.10.1.a, the treatment processes that are proposed for both the Station 7 WTP and Station 11 WTP include pH reduction, ozone injection, GAC filtration, ion exchange filtration, pH stabilization, and disinfection. Each ion exchange vessel regeneration creates a significant TDS waste loading. Discharging brine water from ion exchange regeneration to the sewer has significant challenges from a regulatory standpoint. The City's current discharge from the WWTP is at or near its regulated TDS limit. Backwash water would be supplied by the City's distribution system and backwash flow would be equalized into an equalization tank for subsequent discharge into the sewer system; however once arsenic is removed, the spent brine would be disposed of

offsite. Arsenic sludge would be characterized and periodically disposed of offsite. The City estimates that two loads of liquid brine would be off-hauled daily (one load from each site) to the EBMUD facility and one load of solid arsenic/brine wastes would be off-hauled every 3 months to Waste Management Kettleman Hills Landfill. Therefore, because the spent brine would be disposed of offsite and not discharged to the WWTP, the proposed project would not require or result in the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage facilities.

In addition, as discussed above in Section 4.6.1.a, the existing Well Site 7 operating load is 540A and the new Station 7 WTP operating load would be 472A for a total expected operating load of 1,012A. In addition, there would be some additional loads for site lighting and heat tracing, which would be confirmed during final design. The existing main electrical panel at Well Site 7 is insufficiently rated for the addition of the proposed new electrical loads to the existing electrical loads. As such, the existing 480V utility service capacity from PG&E would be modified to accommodate the project.<sup>40</sup>

The existing Well Site 11 operating load is 546A and the new Station 11 WTP operating load would be 502A for a total expected operating load of 1,048A. In addition, there would also be some additional loads for site lighting and heat tracing, which would be confirmed during final design. The existing main electrical panel at Well Site 11 is insufficiently rated for the addition of the proposed new electrical loads to the existing electrical loads. As such, the existing 480V utility service capacity from PG&E would be modified to accommodate the project.<sup>41</sup> Due to the small electricity demand associated with the proposed project, the proposed project would not result in construction of facilities that would result in significant environmental effects. Therefore, impacts would be less than significant, and no mitigation would be required.

*b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?*

See Section 4.19.1.a above. The proposed project would include the installation of WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply. Construction and operation of the proposed project would not result in direct additions or withdrawals to existing groundwater and as such would not result in impacts on water supply. Therefore, no exceedance of the capacities of these services would occur that would result in a significant impact. Therefore, the proposed project would have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years and impacts would be less than significant.

*c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

As described in Section 4.10.1.a, the treatment processes that are proposed for both the Station 7 WTP and Station 11 WTP include pH reduction, ozone injection, GAC filtration, ion exchange

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<sup>40</sup> Ibid.

<sup>41</sup> Ibid.

filtration, pH stabilization, and disinfection. Each ion exchange vessel regeneration creates a significant TDS waste loading.

Discharging brine water from ion exchange regeneration to the sewer has significant challenges from a regulatory standpoint. The City's current discharge from the WWTP is at or near its regulated TDS limit. Backwash water would be supplied by the City's distribution system and backwash flow would be equalized into an equalization tank for subsequent discharge into the sewer system; however once arsenic is removed, the spent brine would be disposed of offsite. Arsenic sludge would be characterized and periodically disposed of offsite. The City estimates that two loads of liquid brine would be off-hauled daily (one load from each site) to the EBMUD facility and one load of solid arsenic/brine wastes would be off-hauled every 3 months to Waste Management Kettleman Hills Landfill. Therefore, because the spent brine would be disposed of offsite and not discharged to the WWTP, impacts related to wastewater generation would be less than significant, and no mitigation would be required.

*d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*

Solid waste disposal for Lemoore is managed by Kings Waste and Recycling Authority. The City's Public Works Department Refuse Division is responsible for solid waste collection services. The majority of the City's solid waste is taken to Waste Management Kettleman Hills Landfill, a Class II/III facility owned by Chemical Waste Management. The facility is located south of Lemoore, has a capacity of 4.2 million cubic yards, and was 55 percent full as of June 2005.<sup>42</sup> Waste Management Kettleman Hills Landfill is currently proposing a facility expansion to extend its hazardous waste operations and increase the capacity at the existing landfill.<sup>43</sup>

Construction of the Station 7 WTP would require approximately 500 cubic yards of soil off-haul and construction of the Station 11 WTP would require approximately 750 cubic yards of soil off-haul. Soil removed as part of this process would be collected and moved to other City property and would not result in an impact on municipal disposal services.

Current staff visits to the site would remain the same at both well sites with implementation of the proposed project. Two maintenance workers would continue to visit the sites daily. Once operational, solid waste generation is expected to be minimal and would not result in a significant impact on municipal disposal services. Therefore, the proposed project would be served by landfills with sufficient permitted capacity to accommodate the solid waste disposal needs. Therefore, the proposed project would result in a less-than-significant impact to solid waste and landfill facilities.

<sup>42</sup> Lemoore, City of, 2008, op. cit.

<sup>43</sup> Waste Management, 2019. *Facility Expansion*. Website: [kettlemanhillslandfill.wm.com/facility-expansion/index.jsp](http://kettlemanhillslandfill.wm.com/facility-expansion/index.jsp) (accessed July 2019).

*e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

The proposed project would be required to comply with all federal, State, and local regulations related to solid waste. Furthermore, the proposed project would be required to comply with all standards related to solid waste diversion, reduction, and recycling during project construction and operation. The proposed project would comply with all federal, State and local statutes and regulations related to solid waste. As such, any impacts would be less than significant.

## 4.20 WILDFIRE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### 4.20.1 Impact Analysis

#### a. *Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?*

Wildland fires occur in geographic areas that contain the types and conditions of vegetation, topography, weather, and structure density susceptible to risks associated with uncontrolled fires that can be started by lightning, improperly managed camp fires, cigarettes, sparks from automobiles, and other ignition sources.

According to the California Department of Forestry and Fire Protection Very High Fire Hazard Severity Zone (VHFHSZ) Map for Kings County, neither of the well sites are located within a VHFHSZ.<sup>44</sup> In addition, based on Figure 8-2 of the City's General Plan, neither of the well sites are identified within a high wildfire threat area. Therefore, the proposed project would not expose people to significant risk of loss, injury, or death due to wildland fires and this impact would be less than significant.

As discussed in Section 4.9.1.f, implementation of the proposed project would not interfere with an adopted emergency response plan or emergency evacuation plan and would not alter any of the streets within, or adjacent to, the project sites. Therefore, implementation of the proposed project would not substantially impair an adopted emergency response plan or emergency evacuation plan and impacts would be less than significant.

<sup>44</sup> California Department of Forestry and Fire Protection. *Wildland Hazard & Building Codes, Kings County, FHSZ Map. State and Local Responsibility Areas*. Website: [osfm.fire.ca.gov/divisions/wildfire-prevention-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/](https://osfm.fire.ca.gov/divisions/wildfire-prevention-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/) (accessed July 2019).

- b. Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*

As stated previously, the well sites are not located in or near a VHFHSZ nor are they located in or near a State Responsibility Area. Therefore, implementation of the proposed project would not exacerbate wildfire risks due to slope and prevailing winds, thereby exposing project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. As a result, a less-than-significant impact would occur, and no mitigation would be required.

- c. Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?*

The proposed project would include the installation of WTPs at Well Site 7 and Well Site 11 to meet the water quality objectives for treating the City's water supply. These improvements would not exacerbate fire risk due to the location of the well sites located in areas outside of a designated fire hazard zone. Therefore, implementation of the proposed project would not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that would exacerbate fire risk or result in temporary or ongoing impacts to the environment. As a result, a less-than-significant impact would occur, and no mitigation would be required.

- d. Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

Landslides and other forms of mass wasting, including mud flows, debris flows, and soil slips, occur as soil moves downslope under the influence of gravity. Landslides are frequently triggered by intense rainfall or seismic shaking but can also occur as a result of erosion and downslope runoff caused by rain following a fire. As previously discussed in Section 4.7.1.a.iv, the City of Lemoore is not Susceptible to landslides due to very slight grades.

Because the well sites are generally level, the proposed project would not expose people or structures to potential substantial adverse effects associated with landslides. Further, as stated previously, the well sites are not located in or near a VHFHSZ nor are they located in or near a State Responsibility Area. Therefore, the proposed project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. As a result, a less-than-significant impact would occur, and no mitigation would be required.

## 4.21 MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### 4.21.1 Impact Analysis

- a. *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

Implementation of the mitigation measures recommended in this Initial Study would ensure that construction and operation of the proposed project would not substantially degrade the quality of the environment; reduce the habitat, population, or range of a plant or animal species; or eliminate important examples of California history or prehistory.

- b. *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

The potential impacts of the project are individually limited and are not cumulatively considerable. Implementation of mitigation measures recommended in this report would reduce potentially significant impacts that could become cumulatively considerable.

*c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

The proposed project would be constructed and operated in accordance with all applicable regulations governing hazardous materials, noise, and geotechnical considerations. Because all potentially significant impacts of the proposed project are expected to be mitigated to less-than-significant levels, it is unlikely that implementation of the proposed project would cause substantial adverse effects on human beings. Therefore, implementation of the proposed project would not result in significant human health risks.



## 5.0 LIST OF PREPARERS

### LSA

7086 North Maple Avenue, Suite 104  
Fresno, California 93720

Amy Fischer, Principal in Charge  
Cara Carlucci, Project Manager

157 Park Place

Pt. Richmond, California 94801

Andrew Pulcheon, Principal Cultural Resources  
Charis Hanshaw, Document Management  
Patty Linder, Graphics/Document Production

285 South Street, Suite P

San Luis Obispo, California 93401

Kerrie Collison, Senior Cultural Resources Manager

201 Creekside Ridge Court, Suite 250

Roseville, California 96578

Jeff Bray, Principal Biologist  
Mike Trueblood, Senior Biologist  
Anna Van Zuuk, Biologist

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## **APPENDIX A**

### **CALEEMOD OUTPUT SHEETS**



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## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

## City of Lemoore Water Treatment Plants Project

### San Joaquin Valley Unified APCD Air District, Annual

## 1.0 Project Characteristics

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### 1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	27.00	1000sqft	0.62	27,000.00	0
Parking Lot	47.00	1000sqft	1.08	47,000.00	0

### 1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.7	Precipitation Freq (Days)	45
Climate Zone	3			Operational Year	2020
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MW hr)	328.8	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

### 1.3 User Entered Comments & Non-Default Data

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

Project Characteristics - CO2 intensity factor based on 5-year average (PG&E 2015).

Land Use - Station 7 WTP would be approximately 125 feet by 116 feet and Station 11 WTP; however the total ground disturbance area would be 27,000 square feet. Station 11 WTP would be approximately 123 feet by 175 feet; however the total ground disturbance area would be 47,000 square feet

Construction Phase - Construction of the proposed project would begin October 2019 and would be completed by November 2020

Off-road Equipment - Shallow soil excavation and re-compaction using bull dozers

Off-road Equipment - Limited trenching for conveyance pipelines and electrical duct bank installation using backhoes

Off-road Equipment - Forming and pouring of concrete foundation slabs and equipment pads using typical equipment and installation of process vessels, tanks and electrical power and controls using a crane and reach-lift

Off-road Equipment - Site resurfacing including minor paving using typical equipment

Off-road Equipment - Typical equipment

Grading - Station 7 WTP would require approximately 500 cubic yards of soil off-haul and Station 11 WTP would require approximately 750 cubic yards of soil off-haul

Vehicle Trips - The City estimates that two loads of liquid brine would be off-hauled daily (one load from each site) and one load of solid arsenic/brine wastes would be off-hauled every three months.

Fleet Mix - Assuming all heavy heavy duty haul trucks

Energy Use -

Stationary Sources - Emergency Generators and Fire Pumps - Generator would be used for testing approximately 15 minutes per month

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	30.00
tblConstructionPhase	NumDays	200.00	150.00
tblConstructionPhase	NumDays	4.00	30.00
tblConstructionPhase	NumDays	10.00	30.00
tblConstructionPhase	NumDays	2.00	30.00
tblConstructionPhase	PhaseEndDate	9/7/2020	11/6/2020
tblConstructionPhase	PhaseEndDate	8/10/2020	8/14/2020
tblConstructionPhase	PhaseEndDate	11/4/2019	1/17/2020
tblConstructionPhase	PhaseEndDate	8/24/2020	9/25/2020
tblConstructionPhase	PhaseEndDate	10/29/2019	12/6/2019



## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

[illegible]

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblProjectCharacteristics	CO2IntensityFactor	641.35	328.8
tblStationaryGeneratorsPumpsEF	CH4_EF	0.07	0.07
tblStationaryGeneratorsPumpsEF	ROG_EF	2.2480e-003	2.2477e-003
tblStationaryGeneratorsPumpsUse	HorsePowerValue	0.00	50.00
tblStationaryGeneratorsPumpsUse	HoursPerDay	0.00	0.01
tblStationaryGeneratorsPumpsUse	HoursPerYear	0.00	91.25
tblStationaryGeneratorsPumpsUse	NumberOfEquipment	0.00	2.00
tblTripsAndVMT	WorkerTripNumber	10.00	5.00
tblTripsAndVMT	WorkerTripNumber	13.00	10.00
tblVehicleTrips	CNW_TL	7.30	203.00
tblVehicleTrips	CNW_TTP	0.00	100.00
tblVehicleTrips	ST_TR	0.00	0.03
tblVehicleTrips	SU_TR	0.00	0.03
tblVehicleTrips	WD_TR	0.00	0.03

## 2.0 Emissions Summary

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## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

## 2.1 Overall Construction

### Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.0627	0.6951	0.2823	6.2000e-004	0.2388	0.0322	0.2709	0.1299	0.0296	0.1595	0.0000	55.5813	55.5813	0.0164	0.0000	55.9906
2020	0.3089	2.4612	2.0823	3.8900e-003	0.0895	0.1260	0.2155	0.0405	0.1201	0.1606	0.0000	333.5512	333.5512	0.0630	0.0000	335.1265
Maximum	0.3089	2.4612	2.0823	3.8900e-003	0.2388	0.1260	0.2709	0.1299	0.1201	0.1606	0.0000	333.5512	333.5512	0.0630	0.0000	335.1265

### Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.0627	0.6951	0.2823	6.2000e-004	0.2388	0.0322	0.2709	0.1299	0.0296	0.1595	0.0000	55.5812	55.5812	0.0164	0.0000	55.9905
2020	0.3089	2.4612	2.0823	3.8900e-003	0.0895	0.1260	0.2155	0.0405	0.1201	0.1606	0.0000	333.5508	333.5508	0.0630	0.0000	335.1262
Maximum	0.3089	2.4612	2.0823	3.8900e-003	0.2388	0.1260	0.2709	0.1299	0.1201	0.1606	0.0000	333.5508	333.5508	0.0630	0.0000	335.1262

[illegible]

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	10-28-2019	1-27-2020	0.9884	0.9884
2	1-28-2020	4-27-2020	0.9631	0.9631
3	4-28-2020	7-27-2020	0.9625	0.9625
4	7-28-2020	9-30-2020	0.4659	0.4659
		Highest	0.9884	0.9884

## 2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	6.3900e-003	1.0000e-005	6.8000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3200e-003	1.3200e-003	0.0000	0.0000	1.4100e-003
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	3.8628	3.8628	3.4000e-004	7.0000e-005	3.8923
Mobile	7.4000e-004	0.0370	3.6200e-003	5.0000e-005	0.0000	2.0000e-005	2.0000e-005	0.0000	2.0000e-005	2.0000e-005	0.0000	4.3543	4.3543	1.3600e-003	0.0000	4.3882
Stationary	7.4900e-003	0.0244	0.0272	4.0000e-005		1.1000e-003	1.1000e-003		1.1000e-003	1.1000e-003	0.0000	3.4748	3.4748	4.9000e-004	0.0000	3.4870
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0146</b>	<b>0.0615</b>	<b>0.0315</b>	<b>9.0000e-005</b>	<b>0.0000</b>	<b>1.1200e-003</b>	<b>1.1200e-003</b>	<b>0.0000</b>	<b>1.1200e-003</b>	<b>1.1200e-003</b>	<b>0.0000</b>	<b>11.6931</b>	<b>11.6931</b>	<b>2.1900e-003</b>	<b>7.0000e-005</b>	<b>11.7688</b>

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

**2.2 Overall Operational****Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	6.3900e-003	1.0000e-005	6.8000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3200e-003	1.3200e-003	0.0000	0.0000	1.4100e-003
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	3.8628	3.8628	3.4000e-004	7.0000e-005	3.8923
Mobile	7.4000e-004	0.0370	3.6200e-003	5.0000e-005	0.0000	2.0000e-005	2.0000e-005	0.0000	2.0000e-005	2.0000e-005	0.0000	4.3543	4.3543	1.3600e-003	0.0000	4.3882
Stationary	7.4900e-003	0.0244	0.0272	4.0000e-005		1.1000e-003	1.1000e-003		1.1000e-003	1.1000e-003	0.0000	3.4748	3.4748	4.9000e-004	0.0000	3.4870
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0146</b>	<b>0.0615</b>	<b>0.0315</b>	<b>9.0000e-005</b>	<b>0.0000</b>	<b>1.1200e-003</b>	<b>1.1200e-003</b>	<b>0.0000</b>	<b>1.1200e-003</b>	<b>1.1200e-003</b>	<b>0.0000</b>	<b>11.6931</b>	<b>11.6931</b>	<b>2.1900e-003</b>	<b>7.0000e-005</b>	<b>11.7688</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
<b>Percent Reduction</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**3.0 Construction Detail****Construction Phase**

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	10/28/2019	12/6/2019	5	30	
2	Grading	Grading	12/9/2019	1/17/2020	5	30	
3	Building Construction	Building Construction	1/20/2020	8/14/2020	5	150	
4	Paving	Paving	8/17/2020	9/25/2020	5	30	
5	Architectural Coating	Architectural Coating	9/28/2020	11/6/2020	5	30	

**Acres of Grading (Site Preparation Phase): 1**

**Acres of Grading (Grading Phase): 1.5**

**Acres of Paving: 1.7**

**Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 4,440 (Architectural Coating – sqft)**

**OffRoad Equipment**

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	2	6.00	78	0.48
Paving	Cement and Mortar Mixers	2	6.00	9	0.56
Grading	Rubber Tired Dozers	2	6.00	247	0.40
Building Construction	Generator Sets	2	8.00	84	0.74
Building Construction	Cranes	2	6.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Site Preparation	Rubber Tired Dozers	2	7.00	247	0.40
Paving	Pavers	2	6.00	130	0.42
Paving	Rollers	2	7.00	80	0.38
Grading	Graders	1	6.00	187	0.41
Site Preparation	Graders	1	8.00	187	0.41
Building Construction	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Paving	Paving Equipment	2	8.00	132	0.36
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	4	5.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	5	10.00	0.00	156.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	11	31.00	12.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	10	25.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	2	6.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

**3.1 Mitigation Measures Construction****3.2 Site Preparation - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1586	0.0000	0.1586	0.0870	0.0000	0.0870	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0406	0.4507	0.1746	3.7000e-004		0.0210	0.0210		0.0193	0.0193	0.0000	33.2665	33.2665	0.0105	0.0000	33.5296
<b>Total</b>	<b>0.0406</b>	<b>0.4507</b>	<b>0.1746</b>	<b>3.7000e-004</b>	<b>0.1586</b>	<b>0.0210</b>	<b>0.1796</b>	<b>0.0870</b>	<b>0.0193</b>	<b>0.1062</b>	<b>0.0000</b>	<b>33.2665</b>	<b>33.2665</b>	<b>0.0105</b>	<b>0.0000</b>	<b>33.5296</b>



## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

**3.2 Site Preparation - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.5000e-004	2.4000e-004	2.4600e-003	1.0000e-005	6.0000e-004	0.0000	6.0000e-004	1.6000e-004	0.0000	1.6000e-004	0.0000	0.5556	0.5556	2.0000e-005	0.0000	0.5561
<b>Total</b>	<b>3.5000e-004</b>	<b>2.4000e-004</b>	<b>2.4600e-003</b>	<b>1.0000e-005</b>	<b>6.0000e-004</b>	<b>0.0000</b>	<b>6.0000e-004</b>	<b>1.6000e-004</b>	<b>0.0000</b>	<b>1.6000e-004</b>	<b>0.0000</b>	<b>0.5556</b>	<b>0.5556</b>	<b>2.0000e-005</b>	<b>0.0000</b>	<b>0.5561</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1586	0.0000	0.1586	0.0870	0.0000	0.0870	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0406	0.4507	0.1746	3.7000e-004		0.0210	0.0210		0.0193	0.0193	0.0000	33.2665	33.2665	0.0105	0.0000	33.5296
<b>Total</b>	<b>0.0406</b>	<b>0.4507</b>	<b>0.1746</b>	<b>3.7000e-004</b>	<b>0.1586</b>	<b>0.0210</b>	<b>0.1796</b>	<b>0.0870</b>	<b>0.0193</b>	<b>0.1062</b>	<b>0.0000</b>	<b>33.2665</b>	<b>33.2665</b>	<b>0.0105</b>	<b>0.0000</b>	<b>33.5296</b>

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**3.2 Site Preparation - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.5000e-004	2.4000e-004	2.4600e-003	1.0000e-005	6.0000e-004	0.0000	6.0000e-004	1.6000e-004	0.0000	1.6000e-004	0.0000	0.5556	0.5556	2.0000e-005	0.0000	0.5561
<b>Total</b>	<b>3.5000e-004</b>	<b>2.4000e-004</b>	<b>2.4600e-003</b>	<b>1.0000e-005</b>	<b>6.0000e-004</b>	<b>0.0000</b>	<b>6.0000e-004</b>	<b>1.6000e-004</b>	<b>0.0000</b>	<b>1.6000e-004</b>	<b>0.0000</b>	<b>0.5556</b>	<b>0.5556</b>	<b>2.0000e-005</b>	<b>0.0000</b>	<b>0.5561</b>

**3.3 Grading - 2019****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0777	0.0000	0.0777	0.0423	0.0000	0.0423	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0210	0.2307	0.1006	2.0000e-004		0.0112	0.0112		0.0103	0.0103	0.0000	17.7321	17.7321	5.6100e-003	0.0000	17.8723
<b>Total</b>	<b>0.0210</b>	<b>0.2307</b>	<b>0.1006</b>	<b>2.0000e-004</b>	<b>0.0777</b>	<b>0.0112</b>	<b>0.0888</b>	<b>0.0423</b>	<b>0.0103</b>	<b>0.0526</b>	<b>0.0000</b>	<b>17.7321</b>	<b>17.7321</b>	<b>5.6100e-003</b>	<b>0.0000</b>	<b>17.8723</b>

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

**3.3 Grading - 2019****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.8000e-004	0.0132	1.9000e-003	4.0000e-005	1.1900e-003	5.0000e-005	1.2400e-003	3.1000e-004	5.0000e-005	3.6000e-004	0.0000	3.3974	3.3974	2.0000e-004	0.0000	3.4023
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.0000e-004	2.8000e-004	2.7900e-003	1.0000e-005	6.8000e-004	1.0000e-005	6.8000e-004	1.8000e-004	0.0000	1.9000e-004	0.0000	0.6297	0.6297	2.0000e-005	0.0000	0.6302
<b>Total</b>	<b>7.8000e-004</b>	<b>0.0135</b>	<b>4.6900e-003</b>	<b>5.0000e-005</b>	<b>1.8700e-003</b>	<b>6.0000e-005</b>	<b>1.9200e-003</b>	<b>4.9000e-004</b>	<b>5.0000e-005</b>	<b>5.5000e-004</b>	<b>0.0000</b>	<b>4.0271</b>	<b>4.0271</b>	<b>2.2000e-004</b>	<b>0.0000</b>	<b>4.0325</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0777	0.0000	0.0777	0.0423	0.0000	0.0423	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0210	0.2307	0.1006	2.0000e-004		0.0112	0.0112		0.0103	0.0103	0.0000	17.7321	17.7321	5.6100e-003	0.0000	17.8723
<b>Total</b>	<b>0.0210</b>	<b>0.2307</b>	<b>0.1006</b>	<b>2.0000e-004</b>	<b>0.0777</b>	<b>0.0112</b>	<b>0.0888</b>	<b>0.0423</b>	<b>0.0103</b>	<b>0.0526</b>	<b>0.0000</b>	<b>17.7321</b>	<b>17.7321</b>	<b>5.6100e-003</b>	<b>0.0000</b>	<b>17.8723</b>

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

**3.3 Grading - 2019****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.8000e-004	0.0132	1.9000e-003	4.0000e-005	1.1900e-003	5.0000e-005	1.2400e-003	3.1000e-004	5.0000e-005	3.6000e-004	0.0000	3.3974	3.3974	2.0000e-004	0.0000	3.4023
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.0000e-004	2.8000e-004	2.7900e-003	1.0000e-005	6.8000e-004	1.0000e-005	6.8000e-004	1.8000e-004	0.0000	1.9000e-004	0.0000	0.6297	0.6297	2.0000e-005	0.0000	0.6302
<b>Total</b>	<b>7.8000e-004</b>	<b>0.0135</b>	<b>4.6900e-003</b>	<b>5.0000e-005</b>	<b>1.8700e-003</b>	<b>6.0000e-005</b>	<b>1.9200e-003</b>	<b>4.9000e-004</b>	<b>5.0000e-005</b>	<b>5.5000e-004</b>	<b>0.0000</b>	<b>4.0271</b>	<b>4.0271</b>	<b>2.2000e-004</b>	<b>0.0000</b>	<b>4.0325</b>

**3.3 Grading - 2020****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0596	0.0000	0.0596	0.0324	0.0000	0.0324	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0152	0.1653	0.0751	1.5000e-004		7.9100e-003	7.9100e-003		7.2800e-003	7.2800e-003	0.0000	13.2640	13.2640	4.2900e-003	0.0000	13.3713
<b>Total</b>	<b>0.0152</b>	<b>0.1653</b>	<b>0.0751</b>	<b>1.5000e-004</b>	<b>0.0596</b>	<b>7.9100e-003</b>	<b>0.0675</b>	<b>0.0324</b>	<b>7.2800e-003</b>	<b>0.0397</b>	<b>0.0000</b>	<b>13.2640</b>	<b>13.2640</b>	<b>4.2900e-003</b>	<b>0.0000</b>	<b>13.3713</b>

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**3.3 Grading - 2020****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.7000e-004	9.4200e-003	1.3700e-003	3.0000e-005	1.1400e-003	3.0000e-005	1.1800e-003	3.0000e-004	3.0000e-005	3.3000e-004	0.0000	2.5680	2.5680	1.4000e-004	0.0000	2.5716
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.7000e-004	1.9000e-004	1.9000e-003	1.0000e-005	5.2000e-004	0.0000	5.2000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4667	0.4667	1.0000e-005	0.0000	0.4670
<b>Total</b>	<b>5.4000e-004</b>	<b>9.6100e-003</b>	<b>3.2700e-003</b>	<b>4.0000e-005</b>	<b>1.6600e-003</b>	<b>3.0000e-005</b>	<b>1.7000e-003</b>	<b>4.4000e-004</b>	<b>3.0000e-005</b>	<b>4.7000e-004</b>	<b>0.0000</b>	<b>3.0347</b>	<b>3.0347</b>	<b>1.5000e-004</b>	<b>0.0000</b>	<b>3.0386</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0596	0.0000	0.0596	0.0324	0.0000	0.0324	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0152	0.1653	0.0751	1.5000e-004		7.9100e-003	7.9100e-003		7.2800e-003	7.2800e-003	0.0000	13.2640	13.2640	4.2900e-003	0.0000	13.3713
<b>Total</b>	<b>0.0152</b>	<b>0.1653</b>	<b>0.0751</b>	<b>1.5000e-004</b>	<b>0.0596</b>	<b>7.9100e-003</b>	<b>0.0675</b>	<b>0.0324</b>	<b>7.2800e-003</b>	<b>0.0397</b>	<b>0.0000</b>	<b>13.2640</b>	<b>13.2640</b>	<b>4.2900e-003</b>	<b>0.0000</b>	<b>13.3713</b>

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**3.3 Grading - 2020****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.7000e-004	9.4200e-003	1.3700e-003	3.0000e-005	1.1400e-003	3.0000e-005	1.1800e-003	3.0000e-004	3.0000e-005	3.3000e-004	0.0000	2.5680	2.5680	1.4000e-004	0.0000	2.5716
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.7000e-004	1.9000e-004	1.9000e-003	1.0000e-005	5.2000e-004	0.0000	5.2000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4667	0.4667	1.0000e-005	0.0000	0.4670
<b>Total</b>	<b>5.4000e-004</b>	<b>9.6100e-003</b>	<b>3.2700e-003</b>	<b>4.0000e-005</b>	<b>1.6600e-003</b>	<b>3.0000e-005</b>	<b>1.7000e-003</b>	<b>4.4000e-004</b>	<b>3.0000e-005</b>	<b>4.7000e-004</b>	<b>0.0000</b>	<b>3.0347</b>	<b>3.0347</b>	<b>1.5000e-004</b>	<b>0.0000</b>	<b>3.0386</b>

**3.4 Building Construction - 2020****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2276	1.8647	1.5806	2.7300e-003		0.0998	0.0998		0.0958	0.0958	0.0000	229.9636	229.9636	0.0443	0.0000	231.0709
<b>Total</b>	<b>0.2276</b>	<b>1.8647</b>	<b>1.5806</b>	<b>2.7300e-003</b>		<b>0.0998</b>	<b>0.0998</b>		<b>0.0958</b>	<b>0.0958</b>	<b>0.0000</b>	<b>229.9636</b>	<b>229.9636</b>	<b>0.0443</b>	<b>0.0000</b>	<b>231.0709</b>

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**3.4 Building Construction - 2020****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.5700e-003	0.1096	0.0208	2.6000e-004	5.9700e-003	6.0000e-004	6.5700e-003	1.7200e-003	5.8000e-004	2.3000e-003	0.0000	24.3018	24.3018	1.9200e-003	0.0000	24.3498
Worker	9.8300e-003	6.6700e-003	0.0678	1.8000e-004	0.0186	1.3000e-004	0.0187	4.9400e-003	1.2000e-004	5.0600e-003	0.0000	16.6919	16.6919	4.8000e-004	0.0000	16.7039
<b>Total</b>	<b>0.0134</b>	<b>0.1162</b>	<b>0.0886</b>	<b>4.4000e-004</b>	<b>0.0246</b>	<b>7.3000e-004</b>	<b>0.0253</b>	<b>6.6600e-003</b>	<b>7.0000e-004</b>	<b>7.3600e-003</b>	<b>0.0000</b>	<b>40.9937</b>	<b>40.9937</b>	<b>2.4000e-003</b>	<b>0.0000</b>	<b>41.0536</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2276	1.8647	1.5806	2.7300e-003		0.0998	0.0998		0.0958	0.0958	0.0000	229.9633	229.9633	0.0443	0.0000	231.0706
<b>Total</b>	<b>0.2276</b>	<b>1.8647</b>	<b>1.5806</b>	<b>2.7300e-003</b>		<b>0.0998</b>	<b>0.0998</b>		<b>0.0958</b>	<b>0.0958</b>	<b>0.0000</b>	<b>229.9633</b>	<b>229.9633</b>	<b>0.0443</b>	<b>0.0000</b>	<b>231.0706</b>

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**3.4 Building Construction - 2020****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.5700e-003	0.1096	0.0208	2.6000e-004	5.9700e-003	6.0000e-004	6.5700e-003	1.7200e-003	5.8000e-004	2.3000e-003	0.0000	24.3018	24.3018	1.9200e-003	0.0000	24.3498
Worker	9.8300e-003	6.6700e-003	0.0678	1.8000e-004	0.0186	1.3000e-004	0.0187	4.9400e-003	1.2000e-004	5.0600e-003	0.0000	16.6919	16.6919	4.8000e-004	0.0000	16.7039
<b>Total</b>	<b>0.0134</b>	<b>0.1162</b>	<b>0.0886</b>	<b>4.4000e-004</b>	<b>0.0246</b>	<b>7.3000e-004</b>	<b>0.0253</b>	<b>6.6600e-003</b>	<b>7.0000e-004</b>	<b>7.3600e-003</b>	<b>0.0000</b>	<b>40.9937</b>	<b>40.9937</b>	<b>2.4000e-003</b>	<b>0.0000</b>	<b>41.0536</b>

**3.5 Paving - 2020****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0252	0.2535	0.2663	4.1000e-004		0.0141	0.0141		0.0130	0.0130	0.0000	35.2971	35.2971	0.0112	0.0000	35.5768
Paving	2.2300e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0274</b>	<b>0.2535</b>	<b>0.2663</b>	<b>4.1000e-004</b>		<b>0.0141</b>	<b>0.0141</b>		<b>0.0130</b>	<b>0.0130</b>	<b>0.0000</b>	<b>35.2971</b>	<b>35.2971</b>	<b>0.0112</b>	<b>0.0000</b>	<b>35.5768</b>



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**3.5 Paving - 2020****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.5900e-003	1.0800e-003	0.0109	3.0000e-005	3.0000e-003	2.0000e-005	3.0200e-003	8.0000e-004	2.0000e-005	8.2000e-004	0.0000	2.6922	2.6922	8.0000e-005	0.0000	2.6942
<b>Total</b>	<b>1.5900e-003</b>	<b>1.0800e-003</b>	<b>0.0109</b>	<b>3.0000e-005</b>	<b>3.0000e-003</b>	<b>2.0000e-005</b>	<b>3.0200e-003</b>	<b>8.0000e-004</b>	<b>2.0000e-005</b>	<b>8.2000e-004</b>	<b>0.0000</b>	<b>2.6922</b>	<b>2.6922</b>	<b>8.0000e-005</b>	<b>0.0000</b>	<b>2.6942</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0252	0.2535	0.2663	4.1000e-004		0.0141	0.0141		0.0130	0.0130	0.0000	35.2971	35.2971	0.0112	0.0000	35.5768
Paving	2.2300e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0274</b>	<b>0.2535</b>	<b>0.2663</b>	<b>4.1000e-004</b>		<b>0.0141</b>	<b>0.0141</b>		<b>0.0130</b>	<b>0.0130</b>	<b>0.0000</b>	<b>35.2971</b>	<b>35.2971</b>	<b>0.0112</b>	<b>0.0000</b>	<b>35.5768</b>

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**3.5 Paving - 2020****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.5900e-003	1.0800e-003	0.0109	3.0000e-005	3.0000e-003	2.0000e-005	3.0200e-003	8.0000e-004	2.0000e-005	8.2000e-004	0.0000	2.6922	2.6922	8.0000e-005	0.0000	2.6942
<b>Total</b>	<b>1.5900e-003</b>	<b>1.0800e-003</b>	<b>0.0109</b>	<b>3.0000e-005</b>	<b>3.0000e-003</b>	<b>2.0000e-005</b>	<b>3.0200e-003</b>	<b>8.0000e-004</b>	<b>2.0000e-005</b>	<b>8.2000e-004</b>	<b>0.0000</b>	<b>2.6922</b>	<b>2.6922</b>	<b>8.0000e-005</b>	<b>0.0000</b>	<b>2.6942</b>

**3.6 Architectural Coating - 2020****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0154					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.2700e-003	0.0505	0.0549	9.0000e-005		3.3300e-003	3.3300e-003		3.3300e-003	3.3300e-003	0.0000	7.6598	7.6598	5.9000e-004	0.0000	7.6746
<b>Total</b>	<b>0.0227</b>	<b>0.0505</b>	<b>0.0549</b>	<b>9.0000e-005</b>		<b>3.3300e-003</b>	<b>3.3300e-003</b>		<b>3.3300e-003</b>	<b>3.3300e-003</b>	<b>0.0000</b>	<b>7.6598</b>	<b>7.6598</b>	<b>5.9000e-004</b>	<b>0.0000</b>	<b>7.6746</b>

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**3.6 Architectural Coating - 2020****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.8000e-004	2.6000e-004	2.6200e-003	1.0000e-005	7.2000e-004	1.0000e-005	7.2000e-004	1.9000e-004	0.0000	2.0000e-004	0.0000	0.6461	0.6461	2.0000e-005	0.0000	0.6466
<b>Total</b>	<b>3.8000e-004</b>	<b>2.6000e-004</b>	<b>2.6200e-003</b>	<b>1.0000e-005</b>	<b>7.2000e-004</b>	<b>1.0000e-005</b>	<b>7.2000e-004</b>	<b>1.9000e-004</b>	<b>0.0000</b>	<b>2.0000e-004</b>	<b>0.0000</b>	<b>0.6461</b>	<b>0.6461</b>	<b>2.0000e-005</b>	<b>0.0000</b>	<b>0.6466</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0154					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.2700e-003	0.0505	0.0549	9.0000e-005		3.3300e-003	3.3300e-003		3.3300e-003	3.3300e-003	0.0000	7.6598	7.6598	5.9000e-004	0.0000	7.6746
<b>Total</b>	<b>0.0227</b>	<b>0.0505</b>	<b>0.0549</b>	<b>9.0000e-005</b>		<b>3.3300e-003</b>	<b>3.3300e-003</b>		<b>3.3300e-003</b>	<b>3.3300e-003</b>	<b>0.0000</b>	<b>7.6598</b>	<b>7.6598</b>	<b>5.9000e-004</b>	<b>0.0000</b>	<b>7.6746</b>

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**3.6 Architectural Coating - 2020****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.8000e-004	2.6000e-004	2.6200e-003	1.0000e-005	7.2000e-004	1.0000e-005	7.2000e-004	1.9000e-004	0.0000	2.0000e-004	0.0000	0.6461	0.6461	2.0000e-005	0.0000	0.6466
<b>Total</b>	<b>3.8000e-004</b>	<b>2.6000e-004</b>	<b>2.6200e-003</b>	<b>1.0000e-005</b>	<b>7.2000e-004</b>	<b>1.0000e-005</b>	<b>7.2000e-004</b>	<b>1.9000e-004</b>	<b>0.0000</b>	<b>2.0000e-004</b>	<b>0.0000</b>	<b>0.6461</b>	<b>0.6461</b>	<b>2.0000e-005</b>	<b>0.0000</b>	<b>0.6466</b>

**4.0 Operational Detail - Mobile****4.1 Mitigation Measures Mobile**

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	7.4000e-004	0.0370	3.6200e-003	5.0000e-005	0.0000	2.0000e-005	2.0000e-005	0.0000	2.0000e-005	2.0000e-005	0.0000	4.3543	4.3543	1.3600e-003	0.0000	4.3882
Unmitigated	7.4000e-004	0.0370	3.6200e-003	5.0000e-005	0.0000	2.0000e-005	2.0000e-005	0.0000	2.0000e-005	2.0000e-005	0.0000	4.3543	4.3543	1.3600e-003	0.0000	4.3882

## 4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Parking Lot	0.73	0.73	0.73		
Parking Lot	1.27	1.27	1.27		
Total	2.00	2.00	2.00		

## 4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Parking Lot	9.50	7.30	203.00	0.00	0.00	100.00	0	0	0
Parking Lot	9.50	7.30	203.00	0.00	0.00	100.00	0	0	0

## 4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Parking Lot	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	1.000000	0.000000	0.000000	0.000000	0.000000	0.000000

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## 5.0 Energy Detail

Historical Energy Use: N

## 5.1 Mitigation Measures Energy

[illegible]

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## 5.2 Energy by Land Use - NaturalGas

### Unmitigated

[illegible]

**Mitigated**

[illegible]

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**5.3 Energy by Land Use - Electricity****Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Parking Lot	16450	2.4534	2.2000e-004	4.0000e-005	2.4721
Parking Lot	9450	1.4094	1.2000e-004	3.0000e-005	1.4202
<b>Total</b>		<b>3.8628</b>	<b>3.4000e-004</b>	<b>7.0000e-005</b>	<b>3.8923</b>

**Mitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Parking Lot	16450	2.4534	2.2000e-004	4.0000e-005	2.4721
Parking Lot	9450	1.4094	1.2000e-004	3.0000e-005	1.4202
<b>Total</b>		<b>3.8628</b>	<b>3.4000e-004</b>	<b>7.0000e-005</b>	<b>3.8923</b>

**6.0 Area Detail****6.1 Mitigation Measures Area**



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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	6.3900e-003	1.0000e-005	6.8000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3200e-003	1.3200e-003	0.0000	0.0000	1.4100e-003
Unmitigated	6.3900e-003	1.0000e-005	6.8000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3200e-003	1.3200e-003	0.0000	0.0000	1.4100e-003

## 6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	1.5400e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.7800e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	6.0000e-005	1.0000e-005	6.8000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3200e-003	1.3200e-003	0.0000	0.0000	1.4100e-003
<b>Total</b>	<b>6.3800e-003</b>	<b>1.0000e-005</b>	<b>6.8000e-004</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>1.3200e-003</b>	<b>1.3200e-003</b>	<b>0.0000</b>	<b>0.0000</b>	<b>1.4100e-003</b>

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

**6.2 Area by SubCategory****Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	1.5400e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.7800e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	6.0000e-005	1.0000e-005	6.8000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3200e-003	1.3200e-003	0.0000	0.0000	1.4100e-003
<b>Total</b>	<b>6.3800e-003</b>	<b>1.0000e-005</b>	<b>6.8000e-004</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>1.3200e-003</b>	<b>1.3200e-003</b>	<b>0.0000</b>	<b>0.0000</b>	<b>1.4100e-003</b>

**7.0 Water Detail****7.1 Mitigation Measures Water**

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

**7.2 Water by Land Use****Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

**7.2 Water by Land Use****Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**8.0 Waste Detail****8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

**8.2 Waste by Land Use****Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

## City of Lemoore Water Treatment Plants Project - San Joaquin Valley Unified APCD Air District, Annual

**10.0 Stationary Equipment****Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
Emergency Generator	2	0.01	91.25	50	0.73	Diesel

**Boilers**

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

**User Defined Equipment**

Equipment Type	Number
----------------	--------

**10.1 Stationary Sources****Unmitigated/Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Equipment Type	tons/yr										MT/yr					
Emergency Generator - Diesel (50 - 75 HP)	7.4900e-003	0.0244	0.0272	4.0000e-005		1.1000e-003	1.1000e-003		1.1000e-003	1.1000e-003	0.0000	3.4748	3.4748	4.9000e-004	0.0000	3.4870
<b>Total</b>	<b>7.4900e-003</b>	<b>0.0244</b>	<b>0.0272</b>	<b>4.0000e-005</b>		<b>1.1000e-003</b>	<b>1.1000e-003</b>		<b>1.1000e-003</b>	<b>1.1000e-003</b>	<b>0.0000</b>	<b>3.4748</b>	<b>3.4748</b>	<b>4.9000e-004</b>	<b>0.0000</b>	<b>3.4870</b>

**11.0 Vegetation**

## **APPENDIX B**

### **BIOLOGICAL RESOURCES RECORD SEARCH RESULTS**



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## Selected Elements by Scientific Name

### California Department of Fish and Wildlife

### California Natural Diversity Database



**Query Criteria:** Quad< IS </span>(Burrel (3611948)<span style='color:Red'> OR </span>Riverdale (3611947)<span style='color:Red'> OR </span>Laton (3611946)<span style='color:Red'> OR </span>Vanguard (3611938)<span style='color:Red'> OR </span>Lemoore (3611937)<span style='color:Red'> OR </span>Hanford (3611936)<span style='color:Red'> OR </span>Westhaven (3611928)<span style='color:Red'> OR </span>Stratford (3611927)<span style='color:Red'> OR </span>Guernsey (3611926))

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<b><i>Agelaius tricolor</i></b> tricolored blackbird	ABPBXB0020	None	Threatened	G2G3	S1S2	SSC
<b><i>Arizona elegans occidentalis</i></b> California glossy snake	ARADB01017	None	None	G5T2	S2	SSC
<b><i>Athene cunicularia</i></b> burrowing owl	ABNSB10010	None	None	G4	S3	SSC
<b><i>Atriplex depressa</i></b> brittlescale	PDCHE042L0	None	None	G2	S2	1B.2
<b><i>Buteo swainsoni</i></b> Swainson's hawk	ABNKC19070	None	Threatened	G5	S3	
<b><i>Charadrius alexandrinus nivosus</i></b> western snowy plover	ABNNB03031	Threatened	None	G3T3	S2S3	SSC
<b><i>Cicindela tranquebarica ssp.</i></b> San Joaquin tiger beetle	IICOL0220E	None	None	G5T1	S1	
<b><i>Delphinium recurvatum</i></b> recurved larkspur	PDRAN0B1J0	None	None	G2?	S2?	1B.2
<b><i>Desmocerus californicus dimorphus</i></b> valley elderberry longhorn beetle	IICOL48011	Threatened	None	G3T2	S2	
<b><i>Dipodomys nitratoide exilis</i></b> Fresno kangaroo rat	AMAFD03151	Endangered	Endangered	G3TH	SH	
<b><i>Dipodomys nitratoide nitratoide</i></b> Tipton kangaroo rat	AMAFD03152	Endangered	Endangered	G3T1T2	S1S2	
<b><i>Emys marmorata</i></b> western pond turtle	ARAAD02030	None	None	G3G4	S3	SSC
<b><i>Gambelia sila</i></b> blunt-nosed leopard lizard	ARACF07010	Endangered	Endangered	G1	S1	FP
<b><i>Lasiurus cinereus</i></b> hoary bat	AMACC05030	None	None	G5	S4	
<b><i>Lepidium jaredii ssp. album</i></b> Panoche pepper-grass	PDBRA1M0G2	None	None	G2G3T2T3	S2S3	1B.2
<b><i>Nama stenocarpa</i></b> mud nama	PDHYD0A0H0	None	None	G4G5	S1S2	2B.2
<b><i>Nycticorax nycticorax</i></b> black-crowned night heron	ABNGA11010	None	None	G5	S4	
<b><i>Puccinellia simplex</i></b> California alkali grass	PMPOA53110	None	None	G3	S2	1B.2
<b><i>Spea hammondi</i></b> western spadefoot	AAABF02020	None	None	G3	S3	SSC



Selected Elements by Scientific Name  
California Department of Fish and Wildlife  
California Natural Diversity Database



Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<b><i>Thamnophis gigas</i></b> giant gartersnake	ARADB36150	Threatened	Threatened	G2	S2	
<b>Valley Sink Scrub</b> Valley Sink Scrub	CTT36210CA	None	None	G1	S1.1	
<b><i>Vulpes macrotis mutica</i></b> San Joaquin kit fox	AMAJA03041	Endangered	Threatened	G4T2	S2	
<b><i>Xanthocephalus xanthocephalus</i></b> yellow-headed blackbird	ABPBXB3010	None	None	G5	S3	SSC

Record Count: 23

\*The database used to provide updates to the Online Inventory is under construction. [View updates and changes made since May 2019 here.](#)

## Plant List

6 matches found. [Click on scientific name for details](#)

### Search Criteria

Found in Quads 3611948, 3611947, 3611946, 3611938, 3611937, 3611936, 3611928 3611927 and 3611926;

[Modify Search Criteria](#) [Export to Excel](#) [Modify Columns](#) [Modify Sort](#) [Display Photos](#)

Scientific Name	Common Name	Family	Lifeform	Blooming Period	CA Rare Plant Rank	State Rank	Global Rank
<a href="#">Atriplex depressa</a>	brittlescale	Chenopodiaceae	annual herb	Apr-Oct	1B.2	S2	G2
<a href="#">Delphinium recurvatum</a>	recurved larkspur	Ranunculaceae	perennial herb	Mar-Jun	1B.2	S2?	G2?
<a href="#">Hordeum intercedens</a>	vernal barley	Poaceae	annual herb	Mar-Jun	3.2	S3S4	G3G4
<a href="#">Lepidium jaredii ssp. album</a>	Panoche pepper-grass	Brassicaceae	annual herb	Feb-Jun	1B.2	S2S3	G2G3T2T3
<a href="#">Nama stenocarpa</a>	mud nama	Namaceae	annual / perennial herb	Jan-Jul	2B.2	S1S2	G4G5
<a href="#">Puccinellia simplex</a>	California alkali grass	Poaceae	annual herb	Mar-May	1B.2	S2	G3

### Suggested Citation

California Native Plant Society, Rare Plant Program. 2019. Inventory of Rare and Endangered Plants of California (online edition, v8-03 0.39). Website <http://www.rareplants.cnps.org> [accessed 25 July 2019].

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#### Contributors

[The Calflora Database](#)  
[The California Lichen Society](#)  
[California Natural Diversity Database](#)  
[The Jepson Flora Project](#)  
[The Consortium of California Herbaria](#)  
[CalPhotos](#)

#### Questions and Comments

[rareplants@cnps.org](mailto:rareplants@cnps.org)



## United States Department of the Interior

### FISH AND WILDLIFE SERVICE

Sacramento Fish And Wildlife Office

Federal Building

2800 Cottage Way, Room W-2605

Sacramento, CA 95825-1846

Phone: (916) 414-6600 Fax: (916) 414-6713



In Reply Refer To:

July 25, 2019

Consultation Code: 08ESMF00-2019-SLI-2590

Event Code: 08ESMF00-2019-E-08238

Project Name: Lemoore Water Treatment Plant

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

#### To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, under the jurisdiction of the U.S. Fish and Wildlife Service (Service) that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the Service under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

Please follow the link below to see if your proposed project has the potential to affect other species or their habitats under the jurisdiction of the National Marine Fisheries Service:

[http://www.nwr.noaa.gov/protected\\_species/species\\_list/species\\_lists.html](http://www.nwr.noaa.gov/protected_species/species_list/species_lists.html)

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan ([http://www.fws.gov/windenergy/eagle\\_guidance.html](http://www.fws.gov/windenergy/eagle_guidance.html)). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

---

Attachment(s):

- Official Species List

## Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Sacramento Fish And Wildlife Office**

Federal Building

2800 Cottage Way, Room W-2605

Sacramento, CA 95825-1846

(916) 414-6600

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## Project Summary

Consultation Code: 08ESMF00-2019-SLI-2590

Event Code: 08ESMF00-2019-E-08238

Project Name: Lemoore Water Treatment Plant

Project Type: WATER SUPPLY / DELIVERY

Project Description: LSA Project No. LMR1901

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/36.32152486545996N119.78013600874442W>



Counties: Kings, CA

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## Endangered Species Act Species

There is a total of 9 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

- 
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

## Mammals

NAME	STATUS
<b>Fresno Kangaroo Rat</b> <i>Dipodomys nitratooides exilis</i> There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/5150">https://ecos.fws.gov/ecp/species/5150</a> Species survey guidelines: <a href="https://ecos.fws.gov/ipac/guideline/survey/population/37/office/11420.pdf">https://ecos.fws.gov/ipac/guideline/survey/population/37/office/11420.pdf</a>	Endangered
<b>San Joaquin Kit Fox</b> <i>Vulpes macrotis mutica</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/2873">https://ecos.fws.gov/ecp/species/2873</a>	Endangered
<b>Tipton Kangaroo Rat</b> <i>Dipodomys nitratooides nitratooides</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/7247">https://ecos.fws.gov/ecp/species/7247</a> Species survey guidelines: <a href="https://ecos.fws.gov/ipac/guideline/survey/population/40/office/11420.pdf">https://ecos.fws.gov/ipac/guideline/survey/population/40/office/11420.pdf</a>	Endangered

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## Reptiles

NAME	STATUS
Blunt-nosed Leopard Lizard <i>Gambelia silus</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/625">https://ecos.fws.gov/ecp/species/625</a>	Endangered
Giant Garter Snake <i>Thamnophis gigas</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/4482">https://ecos.fws.gov/ecp/species/4482</a>	Threatened

## Amphibians

NAME	STATUS
California Red-legged Frog <i>Rana draytonii</i> There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/2891">https://ecos.fws.gov/ecp/species/2891</a>	Threatened

## Fishes

NAME	STATUS
Delta Smelt <i>Hypomesus transpacificus</i> There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/321">https://ecos.fws.gov/ecp/species/321</a>	Threatened

## Crustaceans

NAME	STATUS
Vernal Pool Fairy Shrimp <i>Branchinecta lynchi</i> There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/498">https://ecos.fws.gov/ecp/species/498</a>	Threatened
Vernal Pool Tadpole Shrimp <i>Lepidurus packardii</i> There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/2246">https://ecos.fws.gov/ecp/species/2246</a>	Endangered

## Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

**Lemoore Water Treatment Plant - LMR1901**

Scientific Name	Common Name	Family	Invasiveness	Station 7	Station 11	Notes
<i>Amaranthus blitoides</i>	Prostrate amaranth	Amaranthaceae	Native	X	X	
<i>Amaranthus retroflexus</i>	Rough pigweed	Amaranthaceae	Not-rated	X	X	
<i>Atriplex argentea</i>	Silverscale saltbush	Chenopodiaceae	Native	X		Saltbush #2 (white)
<i>Atriplex lentiformis</i>	Big saltbush	Chenopodiaceae	Native	X		Saltbush #3 (bush)
<i>Atriplex serenana</i> var. <i>serenana</i>	Saltscale	Chenopodiaceae	Native	X		Saltbush #1 (green)
<i>Avena barbata</i>	Slender oat	Poaceae	Moderate		X	
<i>Bromus catharticus</i>	Rescue grass	Poaceae	Not-rated		X	
<i>Bromus diandrus</i>	Ripgut brome	Poaceae	Moderate		X	
<i>Centromadia pungens</i>	Common tarweed	Asteraceae	Native	X		
<i>Chenopodium album</i>	Lambs quarters	Chenopodiaceae	Not-rated	X	X	
<i>Cressa truxillensis</i>	Alkali weed	Convolvulaceae	Native	X		
<i>Cynodon dactylon</i>	Bermuda grass	Poaceae	Moderate		X	
<i>Datura wrightii</i>	Jimsonweed	Solanaceae	Native		X	
<i>Echinochloa colona</i>	Jungle rice	Poaceae	Not-rated		X	
<i>Erigeron bonariensis</i>	Flax-leaved horseweed	Asteraceae	Not-rated	X	X	
<i>Erodium</i> sp.	Filaree species	Geraniaceae			X	
<i>Festuca perennis</i>	Italian rye grass	Poaceae	Moderate		X	
<i>Helianthus annuus</i>	Hairy leaved sunflower	Asteraceae	Native	X		
<i>Heliotropium curassavicum</i>	Chinese parsley	Boraginaceae	Native	X		
<i>Heterotheca grandiflora</i>	Telegraph weed	Asteraceae	Native	X		
<i>Hordeum murinum</i>	Foxtail barley	Poaceae	Moderate	X	X	
<i>Lactuca serriola</i>	Prickly lettuce	Asteraceae	Not-rated	X	X	
<i>Malva parviflora</i>	Cheeseweed	Malvaceae	Not-rated		X	
<i>Malvella leprosa</i>	Alkali mallow	Malvaceae	Native	X	X	
<i>Matricaria chamomilla</i>	German chamomile	Asteraceae	Not-rated	X		
<i>Medicago sativa</i>	Alfalfa	Fabaceae	Not-rated		X	
<i>Mellilotus</i> sp.	Sweetclover	Fabaceae	Not-rated		X	
<i>Polygonum aviculare</i>	Prostrate knotweed	Polygonaceae	Not-rated		X	
<i>Polypogon monspeliensis</i>	Rabbitsfoot grass	Poaceae	Limited	X		
<i>Salsola tragus</i>	Russian thistle	Chenopodiaceae		X	X	
<i>Sesuvium verrucosum</i>	Western sea purslane	Aizoaceae	Native	X		
<i>Sisymbrium irio</i>	London rocket	Brassicaceae	Moderate	X		
<i>Solanum americanum</i>	Common nightshade	Solanaceae	Native	X		
<i>Sonchus arvensis</i>	Sow thistle	Asteraceae	Not-rated		X	
<i>Sonchus oleraceus</i>	Common sowthistle	Asteraceae	Not-rated	X		
<i>Sorghum halepense</i>	Johnsongrass	Poaceae	Not-rated		X	
<i>Spergularia bocconi</i>	Boccone's sand spurry	Caryophyllaceae	Not-rated	X		
<i>Suaeda nigra</i>	Bush seepweed	Chenopodiaceae	Native	X		
<i>Trianthema portulacastrum</i>	Desert horsepurslane	Aizoaceae	Native		X	
<i>Tribulus terrestris</i>	Puncture vine	Zygophyllaceae	Limited	X	X	

**Lemoore Water Treatment Plant - LMR1901**

Scientific Name	Common Name	Family	Order	Station 7	Station 11	Notes
<i>Buteo jamaicensis</i>	Red-tailed hawk	Accipitridae	Falconiformes	X		
<i>Cathartes aura</i>	Turkey vulture	Cathartidae	Ciconiiformes	X		
<i>Charadrius vociferus</i>	Killdeer	Charadriidae	Charadriiformes	X	X	
<i>Lepus californicus</i>	Black-tailed jackrabbit	Leporidae	Lagomorpha	X		
<i>Mimus polyglottos</i>	Northern mockingbird	Mimidae	Passeriformes	X		
<i>Streptopelia decaocto</i>	Eurasian collared-dove	Columbidae	Columbiformes	X	X	
<i>Sylvilagus audubonii</i>	Audubon's cottontail	Leporidae	Lagomorpha	X		
<i>Thomomys bottae</i>	Botta's pocket gopher	Geomyidae	Rodentia	X	X	
<i>Tyrannus verticalis</i>	Western kingbird	Tyrannidae	Passeriformes	X		

**Lemoore Water Treatment Plant - LMR1901**

Tree #	Common Name	Scientific Name	DBH (inches)	Notes
T1	Ash species	<i>Fraxinus sp.</i>	53.5	Rot at base, water sprouts
T2	Japanese zelkova	<i>Zelkova serrata</i>	33	Minor trunk sprouts
T3	Ash species	<i>Fraxinus sp.</i>	20	
T4	Japanese zelkova	<i>Zelkova serrata</i>	24	
T5	Chinese pistache	<i>Pistacia chinensis</i>	26	
T6	Japanese zelkova	<i>Zelkova serrata</i>	28.5	Large lower limb removed, some trunk sprouts
T7	Ash species	<i>Fraxinus sp.</i>	42.5	
T8	Chinese pistache	<i>Pistacia chinensis</i>	29	
T9	Japanese zelkova	<i>Zelkova serrata</i>	20.25	Trunk sprouts
T10	Ash species	<i>Fraxinus sp.</i>	38.5	Rot at base, water sprouts
T11	Chinese pistache	<i>Pistacia chinensis</i>	19	

## MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) was formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the proposed City of Lemoore Water Treatment Plants (WTPs) Project (project). The MMRP, which is found in Table A of this section, lists mitigation measures recommended in the IS/MND for the proposed project and identifies mitigation monitoring requirements. The MMRP must be adopted when the City Council makes a final decision on the proposed project.

This MMRP has been prepared to comply with the requirements of State law (Public Resources Code Section 21081.6). State law requires the adoption of an MMRP when mitigation measures are required to avoid significant impacts. This requirement facilitates implementation of all mitigation measures adopted through the California Environmental Quality Act (CEQA) process. The MMRP is intended to ensure compliance during implementation of the project.

The MMRP is organized in a matrix format. The first column identifies the mitigation measure. The second column, entitled "Mitigation Responsibility," refers to the party responsible for implementing the mitigation measure. The third column, entitled "Monitoring/Reporting Agency," refers to the agency responsible for oversight or ensuring that the mitigation measure is implemented. The fourth column, entitled "Monitoring Schedule," refers to when monitoring will occur to ensure that the mitigating action is completed.

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**Table A: Mitigation Monitoring and Reporting Program**

Mitigation Measures	Mitigation Responsibility	Monitoring/Reporting Agency	Monitoring Schedule
<b>1. AESTHETICS</b>			
There are no significant impacts to aesthetics.			
<b>2. AGRICULTURE AND FORESTRY RESOURCES</b>			
There are no significant impacts to agriculture and forestry resources.			
<b>3. AIR QUALITY</b>			
<p><u>AIR-1</u>: Consistent with SJVAPCD Regulation VIII (Fugitive PM10 Prohibitions), the following controls are required to be included as specifications for the proposed project and implemented at the construction site:</p> <ul style="list-style-type: none"> <li>All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.</li> <li>All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.</li> <li>When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least 6 inches of freeboard space from the top of the container shall be maintained.</li> <li>All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.)</li> <li>Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emission utilizing sufficient water or chemical stabilizer/suppressant.</li> </ul>	City of Lemoore Public Works Department/ project contractor	City of Lemoore Public Works Department	Ongoing during grading and construction activities
<b>4. BIOLOGICAL RESOURCES</b>			
<p><u>BIO-1</u>: If work during the nesting season (February 1 to August 31) is delayed for longer than a period of 10 consecutive days, a qualified biologist shall survey all suitable nesting habitat at the project site for presence of nesting birds. If no nesting activity is observed, work may proceed as planned. If an active nest is discovered, a qualified biologist shall evaluate the potential for the project to disturb nesting activities. The evaluation criteria shall include, but not be limited to, the location/orientation of the nest in the nest tree, the distance of the nest from the work area, the line of sight between the nest and the work area, and the feasibility of establishing no-disturbance buffers.</p> <p>Additionally, the CDFW shall be contacted to review the evaluation and determine if the project</p>	City of Lemoore Public Works Department/ project contractor	City of Lemoore Public Works Department	Ongoing during grading and construction activities if work during the nesting season (February 1 to August 31) is delayed for longer than a period of 10 consecutive days



**Table A: Mitigation Monitoring and Reporting Program**

Mitigation Measures	Mitigation Responsibility	Monitoring/Reporting Agency	Monitoring Schedule
<p>can proceed without adversely affecting nesting activities.</p> <p>If work is allowed to proceed, a qualified biologist shall be on-site weekly during construction activities to monitor nesting activity. The biologist shall have the authority to stop work if it is determined that the project is adversely affecting nesting activities. Monitoring shall continue until the young have fledged or the nest fails, as determined by the qualified biologist.</p>			
<b>5. CULTURAL RESOURCES</b>			
<p><u>CUL-1:</u> In the unlikely event that cultural resources are encountered during project activities, contractors should stop work in the immediate area of the find and contact a qualified professional archaeologist to assess the nature and significance of the find and determine if any additional study or treatment of the find is warranted. Additional studies could include, but would not be limited to, collection and documentation of artifacts, documentation of the cultural resources on State of California Department of Parks and Recreation Series 523 forms, or subsurface testing. If deemed appropriate, future monitoring should continue until grading and excavation are complete or until the monitoring archaeologist determines, based on field observations, that there is no likelihood of encountering intact archaeological cultural resources. Upon completion of any monitoring activities, the archaeologist should prepare a report to document the methods and results of monitoring activities. The final version of this report should be submitted to the Southern San Joaquin Valley Information Center (SSJVIC).</p>	City of Lemoore Public Works Department /Project Archaeologist/ project contractor	City of Lemoore Public Works Department	During ground-disturbing activities and excavation activities
<p><u>CUL-2:</u> Any human remains encountered during project-related ground-disturbing activities shall be treated in accordance with California Health and Safety Code Section 7050.5. The project sponsor shall inform all contractor(s) performing excavation of the sensitivity of the project site for human remains and include the following directive in the appropriate contract documents:</p> <p>If human remains are uncovered, all work within 50 feet of the discovery shall be halted and the Kings County Coroner notified immediately. At the same time, the on-site monitoring archaeologist shall assess the situation and consult with agencies as appropriate. Project personnel shall not collect or move any human remains or associated materials. If the human remains are of Native American origin, the Coroner must notify the California State Native American Heritage Commission (NAHC) within 24 hours of this identification. The NAHC will formally identify a Native American Most Likely Descendant—if one is not already on-site—to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. Such recommendations shall be carried out to the satisfaction of the NAHC prior to work resuming within 50 feet of the discovered remains.</p>	City of Lemoore Public Works Department/ project contractor	City of Lemoore Public Works Department	During initial ground disturbing activities and in the event that human remains are uncovered during the construction period
<b>6. ENERGY</b>			
There are no significant impacts to energy.			

**Table A: Mitigation Monitoring and Reporting Program**

Mitigation Measures	Mitigation Responsibility	Monitoring/Reporting Agency	Monitoring Schedule
<b>7. GEOLOGY AND SOILS</b>			
<u>GEO-1:</u> To reduce the potential for soil erosion during construction of the proposed project, an Erosion Control Plan shall be prepared for the project in conformance with the California Storm Water Best Management Practice Handbook for Construction Activity, prior to the start of grading.	City of Lemoore Public Works Department	City of Lemoore Public Works Department	Prior to issuance of a grading permit
<u>GEO-2:</u> The project applicant shall inform its contractor(s) of the sensitivity of the project area for paleontological resources. Should paleontological resources be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. If found to be significant, and project activities cannot avoid the paleontological resources, adverse effects to paleontological resources shall be mitigated. Mitigation may include monitoring, recording the fossil locality, data recovery and analysis, a final report, and accessioning the fossil material and technical report to a paleontological repository. Public educational outreach may also be appropriate. Upon completion of the assessment, a report documenting methods, findings, and recommendations shall be prepared and submitted to the City of Lemoore for review, and (if paleontological materials are recovered) a paleontological repository, such as the University of California Museum of Paleontology. The City shall verify that the above directive has been included in the appropriate contract documents.	City of Lemoore Public Works Department	City of Lemoore Public Works Department	Prior to issuance of a grading permit
<b>8. GREENHOUSE GAS EMISSIONS</b>			
There are no significant impacts to greenhouse gas emissions.			
<b>9. HAZARDS AND HAZARDOUS MATERIALS</b>			
There are no significant impacts to hazards and hazardous materials.			
<b>10. HYDROLOGY AND WATER QUALITY</b>			
There are no significant impacts to hydrology and water quality.			
<b>11. LAND USE AND PLANNING</b>			
There are no significant impacts to land use and planning.			
<b>12. MINERAL RESOURCES</b>			
There are no significant impacts to mineral resources.			

**Table A: Mitigation Monitoring and Reporting Program**

Mitigation Measures	Mitigation Responsibility	Monitoring/Reporting Agency	Monitoring Schedule
<b>13. NOISE</b>			
<p><b>NOI-1:</b> The project contractor shall implement the following measures during construction of the proposed WTPs:</p> <ul style="list-style-type: none"> <li>Equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.</li> <li>Place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the active project site.</li> <li>Locate equipment staging in areas that would create the greatest possible distance between construction-related noise sources and noise-sensitive receptors nearest the active project site during all construction activities.</li> <li>Ensure that all general construction related activities are restricted to between the hours of 7:00 a.m. to 8:00 p.m. Monday through Saturday.</li> <li>Designate a "disturbance coordinator" at the City who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (e.g., starting too early, bad muffler) and would determine and implement reasonable measures warranted to correct the problem.</li> </ul>	City of Lemoore Public Works Department/ project contractor	City of Lemoore Public Works Department	Ongoing during grading and construction activities
<b>14. POPULATION AND HOUSING</b>			
There are no significant impacts to population and housing.			
<b>15. PUBLIC SERVICES</b>			
There are no significant impacts to public services.			
<b>16. RECREATION</b>			
There are no significant impacts to recreation.			
<b>17. TRANSPORTATION</b>			
There are no significant impacts to transportation.			
<b>18. TRIBAL CULTURAL RESOURCES</b>			
There are no significant impacts to tribal cultural resources.			
<b>19. UTILITIES AND SERVICE SYSTEMS</b>			
There are no significant impacts to utilities and service systems.			
<b>20. WILDFIRE</b>			
There are no significant impacts to wildfire.			

Source: LSA (September 2019).

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

## Staff Report

**Item No: 4-3**

**To: Lemoore City Council**

**From: Nathan Olson, City Manager**

**Date: October 3, 2019**

**Meeting Date: November 5, 2019**

**Subject: Public Hearing - Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore, Tom Vorhees and Wellsona Partners, LLC.**

### **Strategic Initiative:**

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

### **Proposed Motion:**

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, Wellsona Partners, LLC. (Developer) and Tom Vorhees (Landowner). Authorize City Manager or designee 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. Staff has been working simultaneously on negotiations with the Developer to enter into a Project Development Agreement for cannabis cultivation.

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.

Tom Vorhees is the owner of real property located at:

*"In God We Trust"*

1526 Venture Place, Lemoore CA 93245 (APN: 024-400-002-000)  
1542 Venture Place, Lemoore CA 93245 (APN: 024-400-003-000)  
1570 Venture Place, Lemoore CA 93245 (APN: 024-400-004-000)  
1565 Venture Place, Lemoore CA 93245 (APN: 024-400-005-000)  
1553 Venture Place, Lemoore CA 93245 (APN: 024-400-006-000)  
1531 Venture Place, Lemoore CA 93245 (APN: 024-400-007-000)  
1517 Venture Place, Lemoore CA 93245 (APN: 024-400-008-000)  
1505 Venture Place, Lemoore CA 93245 (APN: 024-400-009-000)  
956 S Commerce Way, Lemoore CA 93245 (APN: 024-051-019-000)  
1106 S Commerce Way, Lemoore CA 93245 (APN: 024-051-018-000)

Consisting of a total of approximately fourteen (14) acres. The fourteen (14) acres are subject of an executed and recorded Parcel Improvement Agreement (PIA) between the Landowner and the City. The landowner proposes to lease this property to the Developer. The Developer proposes to construct on the leased property a commercial cannabis operation.

The California Environmental Quality Act (CEQA) process will be completed during the City site plan review.

**Financial Consideration(s):**

Wellsona Partners, LLC will be responsible for an annual revenue raising fee for the privilege of having the right to conduct a commercial cannabis operation in the City. The revenue raising fee shall be a minimum annual fee of six dollars (\$6.00) per cubic foot for the first 25,000 cubic feet for all of Developer's commercial cannabis operations in the City; three dollars (\$3.00) per cubic foot for the next 25,001 to 50,000 cubic feet; and two dollars (\$2.00) per cubic foot for next 450,000 cubic feet; and one dollar (\$1.00) per cubic foot for any additional cubic feet of cultivation. A minimum fee of Forty-Five thousand (\$45,000) for manufacturing, one percent (1%) of all gross receipts generated from distribution products, and five percent (5%) of gross receipts for all other activities.

**Alternatives or Pros/Cons:**

**Pros:**

- Economic benefits through sales tax and fee generation
- Job creation
- Potential stimulation of future growth at Industrial Park.

**Cons:**

- Public perception

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends conducting a public hearing, accept public comment and direct City Manager or designee to sign the Project Development Agreement and issue a Cannabis Regulatory Permit proposed by and between the City of Lemoore and Wellsona Partners, LLC.

**Attachments:**

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

List: Project Development Agreement  
Public Hearing Notice

**Review:**

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

**Date:**

10/28/19  
10/30/19  
10/30/19  
  
10/29/19

**PROJECT DEVELOPMENT AGREEMENT BETWEEN**

**THE**

**CITY OF LEMOORE,**

**WELLSONA PARTNERS, AND**

**TOM VORHEES**



## DEVELOPMENT AGREEMENT

This Project Development Agreement (“**Agreement**”) is entered into effective November 6, 2019 (“**Effective Date**”) between the City of Lemoore, a California charter city (“**the City**”), TOM VORHEES (“**Landowner**”), and Wellsona Partners, LLC, a California limited liability company (“**Developer**”), with respect to the following Recitals, which are a substantive part of this Agreement:

### RECITALS

This Agreement is predicated upon the following facts:

- A. Landowner is the owner of certain real property (“**Property**”) at
- 1526 Venture Place, Lemoore CA 93245 (APN: 024-400-002-000)
  - 1542 Venture Place, Lemoore CA 93245 (APN: 024-400-003-000)
  - 1570 Venture Place, Lemoore CA 93245 (APN: 024-400-004-000)
  - 1565 Venture Place, Lemoore CA 93245 (APN: 024-400-005-000)
  - 1553 Venture Place, Lemoore CA 93245 (APN: 024-400-006-000)
  - 1531 Venture Place, Lemoore CA 93245 (APN: 024-400-007-000)
  - 1517 Venture Place, Lemoore CA 93245 (APN: 024-400-008-000)
  - 1505 Venture Place, Lemoore CA 93245 (APN: 024-400-009-000)
  - 956 S Commerce Way, Lemoore CA 93245 (APN: 024-051-019-000)
  - 1106 S Commerce Way, Lemoore CA 93245 (APN: 024-051-018-000)

consisting of a total of approximately fourteen (14) acres, which is designated Light Industrial pursuant to the City of Lemoore 2030 General Plan, and zoned consistent with this designated land use (collectively, these parcels shall be referred to herein as the “14 Acres”, and collectively with the following parcel, the “**Property**”). A legal description and description of this parcel is attached hereto as Exhibit “A.” Additionally, Landowner is entering escrow to purchase certain real property at 1356 W Iona Ave, Lemoore, CA 93245 (APN 023-310-001; also collectively referred to as “**Property**”), consisting of approximately 4.86 acres, which is designated Light Industrial pursuant to the City of Lemoore 2030 General Plan, and zoned consistent with this designated land use. A legal description and description of this parcel is attached hereto as Exhibit “B.”

- B. The 14 Acres are the subject of an executed and recorded Parcel Improvement Agreement between Landowner and the City (“**City/Landowner PIA**”), wherein Landowner agreed to purchase the Property from the City in exchange for an agreement to construct any and all streets shown on the Parcel Map, and any other necessary improvements in accordance with the applicable ordinances and resolutions of the City, so as to provide public benefit, including an increase in the local property tax base, creation of new jobs, and related secondary economic benefits to the City.

C. On June 18, 2019, the Lemoore City Council, in accordance with the State of California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (“**MAUCRSA**” or the “**Act**”) approved the introduction (first reading) of Ordinance No. 2019-03 (“**Ordinance**”) to amend the Lemoore Municipal Code relating to Cannabis as follows: Title 4, Chapter 8 – Cannabis, to allow for and to regulate Commercial Cannabis Operations; Title 9, Chapter 4, Section 9-4a-5, to conform certain land use definitions to State law; Title 9, Chapter 4, Section 9-4b-2, to clarify Medicinal and add Commercial Cannabis activities in designated zones; and Title 9, Chapter 4, Section 9-4d-3, to clarify that Cannabis activities are prohibited in Community Gardens. The City Council also approved Zoning Text Amendment No. 2019-01. The City Council waived the reading of the Ordinance in its entirety and set the second hearing on the Ordinance for the Council’s next regular meeting on July 2, 2019.

D. On July 2, 2019, the Lemoore City Council adopted the Ordinance at a duly-noticed public hearing. By law, the Ordinance will take effect on August 2, 2019.

E. Under this Agreement, Landowner proposes to lease the Property (“**Leased Property**”) to Developer, and Developer proposes to construct on the Leased Property a Commercial Cannabis Operation in accordance with MAUCRSA and the Ordinance. On APN 023-310-001, Developer proposes to operate a cannabis dispensary, delivery service, manufacturing facility, distribution hub, cultivation facility, and to hold private events. On the 14 Acres, Developer proposes to operate a cannabis cultivation facility. In the event that a cannabis dispensary use is not allowed on APN 023-310-001, Developer shall instead conduct all approved business activities, including delivery service, manufacturing facility, microbusiness, distribution hub, cultivation facility, and hold private events.

F. 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. Landowner and Developer acknowledge 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 or revoking the Regulatory Permit for the Developer’s proposed use of the Property consistent with the Ordinance (hereinafter the “**Project**”).

G. Developer represents that it is an experienced developer and/or operator of commercial cannabis operations or has otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Leased Property. Developer acknowledges that it be responsible for all improvements to the Leased Property necessary for the Project.

H. Developer represents its intention to hire City residents whenever practicable to work in its commercial cannabis operations, and City encourages Developer to hire locally.

**NOW, THEREFORE**, pursuant to the authority contained in the California's Development Agreement statutes (Government Code section 65864, et seq.), enacted pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement, the City, Landowner, and Developer agree as follows:

I. Development of Leased Property. Developer proposes to use the Leased Property for a Commercial Cannabis Operation to the maximum extent allowed under MAUCRSA and the Ordinance, which includes both medical and adult use for nursery, cultivation, processing, manufacturing, distribution, and non-storefront delivery. For this to happen, City must approve a Regulatory Permit. The exact Commercial Cannabis Operation to be approved for the Leased Property will be determined during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement.

II. Lawfulness of Activities. In entering into this Agreement and processing the Regulatory Permit, the City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law, and Developer is obligated to comply with all applicable 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.

III. Developer Representations. Developer represents and warrants that Developer, and/or principal members of Developer, is/are an experienced developer and operator of commercial properties with experience in cannabis operations, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Property. The qualifications and identity of Developer and Developer's contractors 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.

IV. Landowner Representations. Landowner represents and warrants that Landowner, in leasing the Leased Property to Developer for purposes of this Agreement, will not be in breach of any of its obligations under the City/Landowner PIA. Nothing in this Agreement shall be construed as a waiver by the City of any of its rights and remedies under the City/Landowner PIA, including, but not limited to, the reversion of reversion.

V. Fees and Taxes. Developer shall pay to City the following fees and taxes:

A. Customary business license fees and any regulatory permit fee that may be required as part of the Ordinance and Regulatory Permit.

B. An annual revenue raising fee for the privilege of having the right to conduct a commercial cannabis operation in the City ("**Revenue Raising Fee**"). The Revenue Raising Fee shall be:

1. Cultivation and other uses not specifically described below. A minimum annual fee of six dollars (\$6.00) per cubic foot for the first 25,000 cubic feet for all of Developer's commercial cannabis operations in the City; three dollars (\$3.00) per cubic foot for the next 25,001 to 50,000 cubic feet; and two dollars (\$2.00) per cubic foot for next 450,000 cubic feet; and one dollar (\$1.00) per cubic foot for any additional cubic feet of cultivation. This cubic foot calculation shall be used if Developer is cultivating on multiple levels within the same square footage footprint. Otherwise, the cubic foot calculation shall be identical to the square footage being used by Developer, less the square footage excluded from inclusion as described herein. The square footage calculation shall be determined by including all portions of the Premises under the control of the Developer or an Affiliate Entity (as defined in Section 7, subsection C), and deducting therefrom nursery operations ("**Nursery**"), which is defined as square footage inhabited by clones, immature plants (non-flowering cannabis plants), seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis), processing ("**Processing**"), which is defined as activities associated with drying, curing, grading, trimming, storing, packaging, and labeling of non-manufactured cannabis products, driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis operation (such as a janitorial closet). The total under-canopy square footage shall be included in the square footage calculation. The term "**Canopy**" is defined pursuant to MAUCRSA and implementing regulations in existence at the time of execution of this Agreement. In the event Developer or an Affiliate Entity acquires real property in the City in addition to the Property to operate commercial cannabis operations, any additional square footage of the commercial cannabis operations on such additional real property shall be added to the square footage of the Property for purposes of calculating the Revenue Raising Fee pursuant to this subdivision (A)(1). If such additional property is added to the square footage of the then-current Regulatory Permit, Developer shall amend the Regulatory Permit to incorporate it.

2. Distribution: In addition to subdivision (B)(1) above, the Revenue Raising Fee shall equal one percent (1%) of Gross Receipts generated from distribution of products .

a. The term "Gross Receipts," for purposes of computing the Revenue Raising Fee, shall exclude any payments made to Developer by an Affiliate Entity (as defined herein), but shall include any and all revenues generated from the Affiliate Entity's sale of cannabis or cannabis products to another State or local licensed or permitted cannabis business.

3. Manufacturing: A minimum fee of Forty-Five Thousand Dollars (\$45,000.00)

4. All Other Activities: Five percent (5%) of gross receipts, as defined above.

5. The parties agree that every three (3) years (beginning from the date on which the Regulatory Permit is first issued), the parties will renegotiate the Revenue Raising Fee and the required payments, and all parties hereby agree that they will exert their best efforts to negotiate this term in good faith, with the joint goal of making the business activities described herein

sustainable in the State, and therefore a consistent and reliable source of funds for the City to be approved by City Council.

6. In the second full calendar year of operation, Developer agrees to pay the Revenue Raising Fee as determined by comparing subsections (B)(1) and (B)(2) of this Section V.

7. Payments of the Revenue Raising Fee shall occur quarterly, and all payments shall be received by the City no later than thirty (30) days following the end of the quarter to which the fees are applied.

8. In the event that 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 V in lieu of a cannabis tax.

C. If a commercial cannabis operation not owned or controlled by Developer or its principals operates on the Property, 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 A1 and A2 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.

D. The requirements of this Section V. shall be a recordable covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property.

VI. Compliance with Laws. Developer shall operate the Commercial Cannabis Operation in conformity MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall comply with all other applicable 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 Property. As for the California Environmental Quality Act ("CEQA"), compliance with CEQA will be evaluated by the City during the Site Plan Review process.

VII. Indemnity.

A. Commercial Cannabis Operations. 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 Landowner or Developer, Landowner's or Developer's tenants, subtenants, licensees, contractors and employees ("**Landowner/Developer Parties**") in connection with the commercial cannabis operation conducted on the Leased Property after Closing ("**Cannabis Claims**"). 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 commercial cannabis operation on the Property.

B. Construction and Other Operations. In addition to the indemnity obligations contained herein, Landowner and 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 Project, and for any damages to property 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 ("**Other Claims**"). Notwithstanding the foregoing, neither Landowner nor Developer shall be liable under this section for any property damage or bodily injury is caused by the sole negligence or willful misconduct of the City or its agents or employees.

#### VIII. Restrictions on Transfer.

A. Assignee Obligations. 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.

B. Affiliate Entities. Notwithstanding the foregoing restrictions on transfer, the Developer may enter into written contracts with one or more "**Affiliate Entities**," 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, and other entities or individuals with which Developer contracts to conduct business pursuant to the Regulatory Permit. Developer may enter into these written contracts with or without the prior written consent of the City, which will not be unreasonably withheld. 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.

IX. Defaults and Remedies. Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein 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.

X. Term

The term of this Agreement shall be for twenty-five (25) years, with an optional fifteen (15) year extension.

XI. General Provisions.

A. Notices, Demands and Communications between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other 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: \_\_\_\_\_

With a copy to: \_\_\_\_\_

Lozano Smith  
7404 N. Spalding  
Fresno, California 93720  
Tel: (559) 431-5600  
Fax: (559) 431-4420  
Email: mlerner@lozanosmith.com

To Landowner: \_\_\_\_\_  
\_\_\_\_\_, LP

\_\_\_\_\_  
\_\_\_\_\_  
Tel: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Email:

With a copy to:

To Developer: \_\_\_\_\_, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Email:

With a copy to:

Quinlan, Kershaw & Fanucchi  
2125 Merced St.  
Fresno, CA 93721  
Attn: David Moeck  
Tel: (559) 268-8771  
Email: david@qkffirm.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; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

B. Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon Landowner, Developer and City, and their respective successors and assigns. Whenever the terms "Landowner" or "Developer" are used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Landowner's successors and assigns in and to the Property and upon City's successors and assigns.

C. Relationship between City, Landowner, and Developer. It is hereby acknowledged that the relationship between City, Landowner, and Developer is not that of a partnership or joint venture and that City, Landowner, 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 Attachments 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. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

F. Integration. 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.

G. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

H. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such 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 either party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

I. Modifications. 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.

J. Legal Advice. Each party represents and warrants to the other 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 the other 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.

K. Cooperation. Each party agrees to cooperate with the other 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.

L. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to Landowner or 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 Developer or its successors, or on any obligations under the terms of this Agreement.

M. Attorneys' Fees. 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.

N. Most Favored Nation Clause; Renegotiation. If the City enters into a Development Agreement, or any other agreement, with a commercial cannabis operator, or enacts a cannabis tax structure that has terms and conditions related to fees that are more favorable in the aggregate to that operator than the terms and conditions contained herein, 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.

**IN WITNESS WHEREOF**, the City and the Developer have executed this Disposition and Development Agreement as of the date set forth above.

**LANDOWNER**

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

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

**DEVELOPER**

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

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

\_\_\_\_\_, Managing Member

**CITY OF LEMOORE**

\_\_\_\_\_  
\_\_\_\_\_, City Manager

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

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

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

DRAFT

## **EXHIBIT A**

### **LEGAL DESCRIPTION AND DEPICTION OF PARCEL**

1526 Venture Place, Lemoore CA 93245 (APN: 024-400-002-000)

1542 Venture Place, Lemoore CA 93245 (APN: 024-400-003-000)

1570 Venture Place, Lemoore CA 93245 (APN: 024-400-004-000)

1565 Venture Place, Lemoore CA 93245 (APN: 024-400-005-000)

1553 Venture Place, Lemoore CA 93245 (APN: 024-400-006-000)

1531 Venture Place, Lemoore CA 93245 (APN: 024-400-007-000)

1517 Venture Place, Lemoore CA 93245 (APN: 024-400-008-000)

1505 Venture Place, Lemoore CA 93245 (APN: 024-400-009-000)

Cumulatively approximately eight (8) acres.

## **EXHIBIT B**

### **LEGAL DESCRIPTION AND DEPICTION OF PARCEL**

APN 023-310-001  
1356 W, Iona Ave, Lemoore, CA 93245  
Approximately 4.86 acres

DRAFT

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Lemoore City Council will conduct a Public Hearing at its Regular Meeting Tuesday, November 5, 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 Cannabis Regulatory Permit proposed by and between the City of Lemoore (City), Tom Vorhees (Landowner) and Wellsona Partners, LLC (“Developer”) for the purpose of operating a cannabis cultivation facility to be located at: 1526 Venture Place (APN 024-400-002-000), 1542 Venture Place (APN 024-400-003-000), 1570 Venture Place (APN 024-400-004-000), 1565 Venture Place (APN 024-400-005-000), 1553 Venture Place (APN 024-400-006-000), 1531 Venture Place (APN 024-400-007-000), 1517 Venture Place (APN 024-400-008-000), 1505 Venture Place (APN 024-400-009-000), 956 S Commerce Way (APN 024-051-019-000), 1106 S Commerce Way (APN 024-051-018-000), Lemoore CA consisting of a total of approximately 14 acres in accordance with the California Medicinal and Adult-Use Cannabis Regulation and Safety Act, as well as the City Ordinance No. 2019-03, as set forth in the Lemoore Municipal Code. The sites are zoned Light Industrial.

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 project development 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. You may also contact the City Clerk at 559-924-6744 ext. 700 or by email at [cityclerk@lemoore.com](mailto:cityclerk@lemoore.com).

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.

/s/

Marisa Avalos  
City Clerk

Dated: October 23, 2019

Published: October 25, 2019



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-9003

## Staff Report

**Item No: 5-1**

**To: Lemoore City Council**

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

**Date: October 15, 2019**

**Meeting Date: November 5, 2019**

**Subject: Resolution 2019-46 – Ratifying the Award of Bid for Construction at the Water Treatment Plants**

**Strategic Initiative:**

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

**Proposed Motion:**

Adopt Resolution 2019-46, Ratifying the Award of Bid for Construction at the Water Treatment Plants.

**Subject/Discussion:**

The City Council had inadvertently approved an award of construction related to the Proposed Project on April 16, 2019 and desires to ratify the approval following its adoption of the IS/MND and the MMRP for the Proposed Project.

**Financial Consideration(s):**

The adoption of the ratification does not have a budget impact.

**Alternatives or Pros/Cons:**

None noted.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends that City Council by motion, adopt Resolution 2019-46, Ratifying the Award of Bid for Construction at the Water Treatment Plants.

**Attachments:**

- ☐ Resolution: 2019-46
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

**Review:**

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

**Date:**

- 10/28/19
- 10/30/19
- 10/30/19
- 
- 10/29/19



**RESOLUTION NO. 2019-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
RATIFYING THE AWARD OF BID FOR CONSTRUCTION AT THE WATER  
TREATMENT PLANTS**

**WHEREAS**, the City of Lemoore prepared an Initial Study/mitigated Negative Declaration (IS/MND) for the Water Treatment Plants (Proposed Project) in accordance with the requirement of the California Environmental Quality Act of 1970; and

**WHEREAS** a Notice of Intent to Adopt an Initial Study and Negative Declaration for two Water Treatment Plants was published in the Hanford Sentinel and on the City of Lemoore website on September 25, 2019; and

**WHEREAS**, the Initial Study and Mitigated Negative Declaration was made available for public comment for the required 30-day period, beginning on September 30, 2019 and ending on October 30, 2019; and

**WHEREAS**, the City Council on November 5, 2019 reviewed and approved the Final IS/MND and related MMRP for the Proposed Project; and

**WHEREAS**, the City Council had inadvertently approved an award of construction related to the Proposed Project on April 16, 2019 and desires to ratify the approval following its adoption of the IS/MND and the MMRP for the Proposed Project.

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

**Section 1.** The City Council incorporates all the original bid documentation, staff report and related supporting documentation into this action and ratifies the award of construction for the Proposed Project dated April 16, 2019.

**Section 2.** The City Clerk shall certify to the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect.

**PASSED and ADOPTED** by the City Council of the City of Lemoore at a regular meeting held on the 5<sup>th</sup> day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

APPROVED:

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Marisa Avalos, City Clerk

---

Edward Neal, Mayor



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## Staff Report

**Item No: 5-2**

**To: Lemoore City Council**

**From: Amanda Champion, Management Analyst**

**Date: October 24, 2019 Meeting Date: November 5, 2019**

**Subject: Resolution 2019-47 – Calling for a Proposition 218 Hearing Regarding Proposed Refuse Rate Adjustments**

**Strategic Initiative:**

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

**Proposed Motion:**

Adoption of Resolution No. 2019-47, authorizing staff to proceed with development and issuance of a notice to property owners regarding a public hearing on January 21, 2019 to consider a refuse rate increase.

**Subject/Discussion:**

Staff is requesting City Council approval to issue a Proposition 218 notice to the community.

On September 3, 2019, Dan Bergmann gave Council a presentation on the preliminary findings of the refuse study including: the current financial and operational status of the refuse fund, a review of the trucks needed to continue operations, and a draft of the refuse rate increases needed to sustain growth.

During September, Mr. Bergmann and City staff worked together to create a public survey, asking for community input on current services and potential changes to services. The survey was available through the City website, Facebook, and physical copies were available in the lobbies of our Public Works and Finance Departments. Staff received over 600 responses in the month that the survey was available. The results will be presented

during the council meeting. In addition to the survey, a community round table was held on October 29<sup>th</sup> for the public to address any comments or concerns about the refuse study with City staff and Mr. Bergmann.

In order to implement rate and fee adjustments that have been identified as necessary for on-going refuse operations and new recycling and composting services required by California law, the City is required to follow Proposition 218 majority protest proceedings.

Through Proposition 218, the California Constitution requires local governments to provide notice through the U.S. Postal Service of any property related proposed fee changes at least 45 days before a public hearing. The proposed fee adjustments have been developed and will be distributed at the council meeting.

**Financial Consideration(s):**

Projected rate-based revenues needed will be approximately:

- Fiscal Year 20/21: \$3.9 M, a 30% increase of \$900,000 per year
- Fiscal Year 21/22: \$4.0 M, a 3% inflationary increase
- Fiscal Year 22/23: \$4.2 M, a 3% inflationary increase

**Alternatives or Pros/Cons:**

**Alternative:**

The proposed rate increases ensure the City is able to maintain current service levels into the foreseeable future. No action would result in the Refuse Enterprise Fund losing over \$400,000 in the first year alone, and higher losses in subsequent years. Initially reserves would decrease, followed by funding being pulled from the general fund to support the refuse enterprise. Finally, no funding would result in excess amounts being spent on maintenance of aging collection trucks rather than replacement with newer, more efficient trucks.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends proceeding with the development and issuance of a notice to property owners regarding a public hearing on January 21, 2020 to consider the refuse rate increases.

**Attachments:**

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

**Review:**

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

**Date:**

- 10/28/19
- 10/30/19
- 10/30/19
- 
- 10/29/19

**RESOLUTION NO. 2019-47**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE CALLING**  
**FOR A PROPOSITION 218 PUBLIC HEARING REGARDING PROPOSED REFUSE**  
**RATE ADJUSTMENTS**

**WHEREAS**, the City has identified ongoing operational and capital needs associated with the City's Refuse services; and

**WHEREAS**, in order to fund the identified operational and capital costs, it will be necessary to make adjustments to the City's current refuse service fees; and

**WHEREAS**, on November 5, 1996, California voters approved Proposition 218, requiring specific procedures be followed with regard to "property-related" fee increases, including the need to provide written notice at least 45 days in advance of a public hearing; and

**WHEREAS**, on July 24, 2006, the California Supreme Court confirmed that charges for property-related fees are subject to Proposition 218 procedures.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEMOORE DOES RESOLVE AS FOLLOWS:**

A Notice of Public Hearing that provides details related to the specific refuse service rate adjustments being proposed will be mailed no later than December 1, 2019 in compliance with State-mandated minimum 45 day required notice. The Public Hearing will be set for January 21, 2020.

Passed and adopted at a Regular Meeting of the City Council of the City of Lemoore held on the 5th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

---

Marisa Avalos  
City Clerk

---

Edward Neal  
Mayor

## CITY OF LEMOORE

### NOTICE OF PUBLIC HEARING REGARDING PROPOSED INCREASES IN REFUSE RATES

(To comply with Proposition 218, California Constitution Article XIIIID, Section 6)

**PUBLIC HEARING:** The Lemoore City Council will hold a Public Hearing to consider proposed modifications and increases to refuse charges for refuse service furnished by the City, and to hear and consider objections and protests to the proposed modifications and the Report described below.

**HEARING DATE:** Tuesday, January 21, 2020~~19~~, at or after 7:30 pm

**HEARING LOCATION:** City of Lemoore City Council Chambers, 429 C Street, Lemoore, CA 93245

**LOCATION OF REPORT:** A report by IGService, dated TBD, describing details of the refuse rate modifications and increases and the method used to calculate the rate modifications and increases (the "Report") has been prepared, and the contents of the Report submitted to the Council. The Report is on file at Lemoore City Hall, 711 W. Cinnamon Drive, and can also be found on the City of Lemoore website.

**AMOUNT OF PROPOSED REFUSE RATE INCREASES:** The existing and proposed rates are on the reverse side of this Notice as Exhibit "A". For example, the increase for a typical single-family dwelling is \$6.90 per month, from \$23.00 to \$29.90.

**REASON FOR THE PROPOSED INCREASES IN REFUSE RATES:** The proposed increases in Lemoore's refuse rates are to cover increases in operating costs and ongoing replacement of aging collection trucks. Specifically, new state laws require additional services related to collection of organic materials, staff levels are being increased slightly to maintain service levels, and collection trucks are being replaced to reduce maintenance costs and operate more efficiently longer term. All revenue collection is for costs associated with the refuse enterprise only.

**DETAILS OF THE PROPOSED MODIFICATIONS:** A description of how the modifications were calculated can be found in the Report on file at Lemoore City Hall and on the City of Lemoore website.

**PROCEDURE FOR HEARING AND DETERMINING MAJORITY PROTEST:** At the time stated above, the Council will hear and consider all objections and protests, if any, to the proposed refuse rate modifications and other matters described in the Report. The Council may continue the hearing from time to time. At the close of the hearing, if written protests against the proposed modified refuse rates are presented and not withdrawn by a majority of the record owners of the parcels that would be subject to the modified refuse rates, the City may not impose the modified refuse rates; instead, refuse rates would continue at their existing, previously-approved amounts. If, at the close of the protest hearing, there is no majority protest as described above, the Council may approve the refuse rate modifications, as proposed or as changed by the Council, to be effective commencing February 1, 2020~~19~~.

**PRESERVING THE RIGHT TO CHALLENGE:** Any person who wants to preserve the opportunity to file a lawsuit challenging the proposed refuse rate modifications, if imposed, or other matters described in the Report must file a written protest with the Council, stating the specific grounds of the protest. Any grounds not stated in a written protest filed with the Council before the close of the protest hearing on January 21, 2020~~19~~, will be deemed waived and may not be raised in any subsequent lawsuit.

**ADDITIONAL INFORMATION:** For additional information about the proposed refuse rate proceeding, contact Marisa Avalos, City Clerk, 559-924-6744 Ext 700, or by email at [cityclerk@lemoore.com](mailto:cityclerk@lemoore.com).

**HOW TO PROTEST THE PROPOSED RATE INCREASES:** All owners and tenants of property receiving City refuse, and interested persons are invited to attend the Public Hearing noticed above. Written protests must be received (*not postmarked*) by the City Clerk before or during the Public Hearing. Any protest submitted by e-mail or other electronic means will not be accepted. The protest must be signed by the property owner(s) or tenant(s) and must include the assessor's parcel number(s) or street address(es) of all property(ies) serviced. Only one written protest per identified parcel or property will be counted for purposes of determining whether there is a majority protest.



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## Staff Report

**Item No: 5-3**

**To: Lemoore City Council**

**From: Michelle Speer, Assistant City Manager / Administrative Services Dir.**

**Date: October 28, 2019**

**Meeting Date: November 5, 2019**

**Subject: Resolution 2019-48 – Ratifying the Memorandum of Understanding between the City of Lemoore and the Police Professional Services Bargaining Unit (PPSBU)**

**Strategic Initiative:**

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

**Proposed Motion:**

Approve Resolution 2019-48, ratifying the Memorandum of Understanding between the City of Lemoore and the PPSBU, the City's newest bargaining unit and authorize the City Manager or his designee to execute the MOU on behalf of the City.

**Subject/Discussion:**

On August 20, 2019, City Council adopted Resolution 2019-36, establishing the Police Professional Services Bargaining Unit. The City has been in negotiations with the new unit regarding terms of their agreement with the City. Resolution 2019-XX, if approved by City Council, would formally adopt the terms of the Memorandum of Understanding for from November 6, 2019 to June 30, 2020.

**Financial Consideration(s):**

There is no impact to the budget. The positions in the PPSBU are already accounted for in the FY2020 budget.

**Alternatives or Pros/Cons:**

*"In God We Trust"*

City Council must approve a Memorandum of Understanding for the newly created bargaining unit.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends that City Council adopt Resolution 2019-48, ratifying the terms of the Memorandum of Understanding between the City of Lemoore and the Police Professional Services Bargaining Unit.

**Attachments:**

- ☒ Resolution: 2019-48
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

**Review:**

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

**Date:**

- 10/28/19
- 10/30/19
- 10/30/19
- 
- 10/29/19



**RESOLUTION NO. 2019-48**

**A RESOLUTION OF THE LEMOORE CITY COUNCIL RATIFYING THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
LEMOORE AND THE POLICE PROFESSIONAL SERVICES BARGAINING  
UNIT (PPSBU)**

**WHEREAS**, the Police Professional Services Bargaining Unit (PPSBU) and the City of Lemoore (City) have met and conferred in good faith; and

**WHEREAS**, the PPSBU and the City have agreed on a Memorandum of Understanding (MOU); and

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

1. The MOU attached as Exhibit A hereto is approved; and
2. The City Manager or his designee is authorized to execute the MOU on behalf of the City.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Lemoore held on the 5<sup>th</sup> day of November 2019 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
Marisa Lourenco, City Clerk

\_\_\_\_\_  
Edward Neal, Mayor



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

## Staff Report

**Item No: 5-4**

**To:** Lemoore City Council  
**From:** Michelle Speer, Assistant City Manager / Admin. Services Director  
**Date:** October 18, 2019      **Meeting Date:** November 5, 2019  
**Subject:** Resolution 2019-49 Affirming the Engagement of Municipal Advisor and Bond Counsel for Potential Issuances of Water Revenue Bonds, the Solicitation of Private Placement Proposals, the Preparation of Related Documents and Taking Related Actions and the Agreement between the City of Lemoore and RWG Law for Services.

**Strategic Initiative:**

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

**Proposed Motion:**

Authorize the City Manager or designee to execute the contract between the City of Lemoore and RWG Law for bond counsel services related to water revenue bonds and authorize the City Manager to execute the budget amendment for professional services.

**Subject/Discussion:**

In March 2019, the City went out to Bond for a \$30 million water revenue bond. The bond funds are for the construction of the TTHM project, completion of the tank at well 7 upgrade and for the construction of well 15.

The City has recently entered into contracts for all three projects and the total project costs exceed \$30 million. The TTHM project was bid as a design - build project with a gross maximum price (GMP) of \$34 million dollars. The original estimates for the project GMP were approximately \$25 million. The increased cost of the TTHM project means that the \$30 million bond will not be enough to cover the cost of all three projects. The TTHM project is mandated by the State of California.

Finance staff has conducted a thorough review of available funds for the project and it has been determined that the City is in need of an additional \$5-\$6 million in order to complete all three projects.

The current \$30 million bond includes stipulations that govern specific requirements for securing additional debt. Staff is recommending City Council approve the agreement with RWG Law for facilitation of, and potential issuance of water revenue bonds, the solicitation of private placement proposals, and the preparation of related documents.

**Financial Consideration(s):**

RWG Law will perform services at a cost not to exceed \$58,500. A budget amendment is included for Council approval. The Water Fund (050) has approximately \$5.8 million in reserves.

**Alternatives or Pros/Cons:**

Pros:

- Provides professional assistance with bond issuance
- Ensures compliance with current bond regulations
- Expedites the bond placement process

Cons:

- Not currently included in the budget

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends that Council approve, by motion, the agreement between the City of Lemoore and RWG Law for services related to additional bond revenues for water projects and authorize the City Manager or designee to execute the contract.

**Attachments:**

- ☒ Resolution: 2019-49
  - ☐ Ordinance:
  - ☐ Map
  - ☒ Contract
  - ☒ Other
- List: Budget Amendment

**Review:**

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

**Date:**

- 10/24/19
- 10/30/19
- 10/30/19
- 
- 10/29/19

**RESOLUTION NO. 2019-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LEMOORE AUTHORIZING AND AFFIRMING THE ENGAGEMENT OF  
MUNICIPAL ADVISOR AND BOND COUNSEL FOR POTENTIAL  
ISSUANCE OF WATER REVENUE BONDS, THE SOLICITATION OF  
PRIVATE PLACEMENT PROPOSALS, THE PREPARATION OF  
RELATED DOCUMENTS AND TAKING RELATED ACTIONS**

**WHEREAS**, the City of Lemoore (the “**City**”) is a municipal corporation organized and existing under the laws and Constitution of the State of California (the “**State**”) and, upon voter approval in March 2000, became a charter city pursuant to Section 3 of Article XI of the State Constitution; and

**WHEREAS**, the City operates a water system (such system, including all additions, improvements and extensions thereto, the “**Water System**”); and

**WHEREAS**, on April 3, 2018, the City Council adopted Ordinance No. 2018-02, adding Title 10 to the City’s Municipal Code, authorizing the City to issue enterprise revenue bonds (the “**Enterprise Bond Ordinance**”), which Enterprise Bond Ordinance became effective as of May 3, 2018; and

**WHEREAS**, in March 2019, the City issued its Water Revenue Bonds, Series 2019, in the aggregate principal amount of \$27,380,000, to finance the costs for capital projects of the Water System (the “**Projects**”), including among others, the construction of new water treatment plants; and

**WHEREAS**, in view of updated cost estimates, the City is contemplating the potential incurrence of bonded debt (which may be in the form of bonds, a loan or other evidence of indebtedness) (the “**Proposed Bonds**”) to provide additional funding for the Projects; and

**WHEREAS**, the City is contemplating the potential sale of the Proposed Bonds through a private placement transaction (pursuant to which the Proposed Bonds will be sold to one or more, but in any event a limited number of, financial institutions); and

**WHEREAS**, in connection with such a private placement transaction, the City may engage a firm to serve as a placement agent (the “**Placement Agent**”) to assist with the solicitation of proposals (the “**Purchaser Proposals**”) from prospective private placement purchasers; and

**WHEREAS**, the Proposed Bonds will be issued pursuant to an indenture, a loan agreement or another form of agreement setting forth the terms of the Proposed Bonds (the “**Bond Agreement**”);

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED THE CITY COUNCIL OF THE CITY OF LEMOORE AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are a substantive part of this Resolution.

**Section 2.** For the issuance and sale of the Proposed Bonds, the engagement of Del Rio Advisors, as Municipal Advisor, and Richards, Watson & Gershon, as Bond Counsel, is hereby approved and affirmed.

**Section 3.** The City Manager is hereby authorized to select and engage, in the name of the City, a Placement Agent to assist with the solicitation of Purchaser Proposals.

**Section 4.** The City Manager is authorized to, in consultation with the Municipal Advisor, select the Purchaser Proposal with the most favorable terms for a private placement sale of the Proposed Bonds. The City Manager is hereby authorized to, in the name of the City, execute an acceptance to a term sheet (or similar instrument) based on such selection; provided, that the actual issuance and sale of the Proposed Bonds shall occur only after the Bond Agreement, in substantial final form, has been presented to and approved by the City Council.

**Section 5.** The City Manager and the other members of City staff, in consultation with Bond Counsel, are hereby authorized to proceed with the preparation of the Bond Agreement and other necessary or appropriate document for the financing described herein.

**Section 6.** The City Manager is authorized to execute, in the name of the City, agreements to effect the engagements authorized by this Resolution. The City Manager, the Assistant City Manager, the Finance Manager and other officers of the City are authorized and directed, jointly and severally, to do any and all things, to execute and deliver any instrument that they may deem necessary or advisable to effectuate the purposes of this Resolution and any such actions previously taken by such officers are hereby ratified and confirmed.

**Section 7.** This Resolution will become effective upon adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Lemoore at a regular meeting this 5th day of November, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Eddie Neal, Mayor

ATTEST:

---

Marisa Avalos, City Clerk

**CERTIFICATE**

**STATE OF CALIFORNIA    )**  
**COUNTY OF KINGS        ) ss.**  
**CITY OF LEMOORE        )**

I, **Marisa Avalos**, City Clerk to the City of Lemoore, do hereby certify the foregoing Resolution of the City Council of the City of Lemoore was duly passed and adopted at a Regular Meeting of the City Council held on November 5, 2019.

DATED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Marisa Avalos, City Clerk

## ATTORNEY SERVICES AGREEMENT

This Attorney Services Agreement ("Agreement") is entered into as of \_\_\_\_\_, 2019, by and between the CITY OF LEMOORE, a public body, corporate and politic (the "CITY"), and RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION (the "Law Firm").

### **WITNESSETH:**

**WHEREAS**, the City desires to engage the Law Firm to provide special legal services assistance; and

**WHEREAS**, the Law Firm represents that it possesses the skills, qualifications, experience and resources necessary to render said assistance as hereinafter provided.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**Section 1. Services.** The Law Firm shall provide services to the City as described in the proposal attached hereto as Exhibit A and incorporated herein by this reference (herein referred to as the "Proposal"). The Law Firm's service pursuant to this Agreement shall be performed in a professional, ethical manner. Subject to Section 12 below, this Agreement shall terminate upon the earlier of: (i) 24 months from the dated date of this Agreement, or (ii) the successful closing of the financing transaction described in the Proposal.

**Section 2. Payment.**

A. Except as otherwise provided in Section 12 of this Agreement, the City shall pay the Law Firm as consideration for services satisfactorily rendered pursuant to this Agreement a fee in accordance with the Proposal.

B. The City shall be obligated to reimburse the Law Firm for reasonable costs or expenses incurred by the Law Firm in connection with the services outlined on the Proposal.

**Section 3. Amendment.** The terms of this Agreement can only be amended by written Agreement between the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement

**Section 4. Assignment.** The Law Firm shall not assign or transfer its interest in this Agreement without the prior written consent of the City Attorney.



Section 5. **Compliance With Applicable Laws; Licenses.** In performance of this Agreement, the Law Firm shall abide by and conform to any and all applicable laws of the United States, the State of California, and the ordinances and policies of the City of Lemoore. The Law Firm represents that it possesses any and all licenses required under state or federal law to perform the work contemplated by this Agreement and that the Law Firm shall maintain all appropriate licenses during the performance of this Agreement.

Section 6. **Capacity as an Independent Contractor.** Performance of the Law Firm's services pursuant to this Agreement shall be in the capacity of an independent contractor and not as an officer, agent, or employee of the City. The City shall have the right to control the Law Firm only insofar as the result of the Law Firm's services rendered pursuant to this Agreement. The City shall not have the right to control the means by which the Law Firm accomplishes services rendered pursuant to this Agreement. The Law Firm shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. The Law Firm shall have no authority, express or implied, to bind the City to any obligation whatsoever.

Section 7. **Conflict of Interest.** It is recognized that the Law Firm may have clients who may, from time to time, have interests adverse to the City. Accordingly, the Law Firm reserves the right to represent such clients in matters not connected with matters assigned the Law Firm by the City or its City Attorney. Should the Law Firm represent a client who may have interests adverse to City during performance of this Agreement, the Law Firm shall immediately, but in no event more than ten days upon becoming aware of said possible adverse interest, provide written notice to the City of the possible adverse interest. The Law Firm agrees to comply with any obligations pursuant to California Government Code Section 87100 *et seq.* Moreover, the Law Firm agrees that it shall not make, participate in the making, or in any way attempt to use its position as a Law Firm to influence any decision of the City in which the Law Firm knows or has reason to know that the Law Firm, its officers, shareholders, or employees have a financial interest as defined in Section 87103 of the Government Code.

Section 8. **Indemnification.** The Law Firm agrees to indemnify, defend and hold harmless the City of Lemoore and their respective officers, elected officials and employees from all claims, demands, actions, or damages of any kind or nature to the extent caused by the Law Firm's wrongful or negligent performance of services under the terms of this Agreement, and excepting those claims, demands, actions or damages that arise out of the negligence or wrongful conduct of the City of Lemoore, or their respective officers, agents or employees.

Section 9. **Insurance.** The Law Firm shall carry insurance as set forth in Exhibit B.

Section 10. **Notices.** Notices and communications concerning this Agreement shall be sent to the following addresses:

City of Lemoore  
119 Fox Street  
Lemoore, CA 93245  
Attn: Nathan Olson, City Manager

Richards, Watson & Gershon,  
A Professional Corporation  
355 South Grand Avenue, 40<sup>th</sup> Floor  
Los Angeles, CA 90071-3101  
Attn: William L. Strausz,  
Public Finance Department Chair

Section 11. **Equal Employment Opportunity.** The Law Firm shall not discriminate on the basis of any protected class under federal or State law in the provision of the services pursuant to this Agreement or with respect to any of the Law Firm's employees or applicants for employment. The Law Firm shall ensure that any subcontractors are bound to this provision. A protected class includes , but is not necessarily limited to, race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Section 12. **Termination.** Subject to the applicable provisions of the Rules of Professional Conduct of the State Bar of California, the City or the Law Firm may terminate this Agreement with or without cause at any time by giving not less than five days written notice of termination to the other party. The City shall pay the Law Firm for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with the compensation section of this Agreement. The City shall not be liable for any claim of lost profits.

Section 13. **Miscellaneous.**

A. **Governing Law.** The parties hereby agree that this Agreement is to be enforced in accordance with the laws of the State of California.

B. **Integration.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless such agreement is in writing and signed by both parties. Any work performed that is inconsistent with or in violation of the provisions of this Agreement, shall not be compensated. To the extent that there is any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of any exhibit attached hereto, the terms and provisions of this Agreement shall control and govern the rights and obligations of the parties.

C. **Order of Precedence.** In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

D. Authority. The Law Firm and the Law Firm's signatories further represent that the signatories hold the positions set forth below their signatures and that the signatories are authorized to execute this Agreement on behalf of the Law Firm and to bind the Law Firm hereto.

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

RICHARDS, WATSON & GERSHON,  
A Professional Corporation

CITY OF LEMOORE

By: \_\_\_\_\_  
Name: Kayser O. Sume  
Title: Chairman and Secretary

By: \_\_\_\_\_  
Name: Nathan Olson  
Title: City Manager

By: \_\_\_\_\_  
Name: William L. Strausz  
Title: Shareholder

**EXHIBIT “A”**

**LAW FIRM’S PROPOSAL**

[attached]

## **EXHIBIT “B”**

### **INSURANCE REQUIREMENTS**

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

a. Minimum Limits of Insurance. The Law Firm shall maintain limits no less than:

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

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

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

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

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

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

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

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

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice: (i) 10 days in advance in the event of cancellation due to non-payment of premium, and (ii), in all other instances, at least 30 days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

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

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

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

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

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



Teresa Ho-Urano

T 213.626.8484  
F 213.626.0078  
E [tho-urano@rwglaw.com](mailto:tho-urano@rwglaw.com)

355 South Grand Avenue  
40th Floor  
Los Angeles, CA 90071-3101  
[rwglaw.com](http://rwglaw.com)

**VIA E-MAIL**

September 30, 2019

City of Lemoore  
711 W. Cinnamon Drive  
Lemoore, CA 93245  
Attention: Michelle Speer, Assistant City Manager/Administrative Services Director

Re: Bond Counsel Services for Proposed Water Revenue Bonds

Dear Michelle:

We appreciate the opportunity to work with the City again on the proposed water revenue bond financing. This letter sets forth our firm's fee for the transaction.

Our fee will be \$395.00 per hour for all attorney work, subject to a cap as described below. If the financing will be accomplished through a private placement, without an official statement or any other offering disclosure document, our fee for Bond Counsel services will be capped at \$38,500.00. If during the course of the transaction, the preparation of an official statement or other offering disclosure document (including, but not limited to, a private placement memorandum) becomes necessary or desired by the City, the cap for our fee for serving as Bond Counsel and Disclosure Counsel will be \$58,500.00. In addition, we will be reimbursed for out-of-pocket expenses, such as duplication and printing costs and travel expenses.

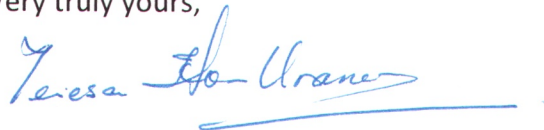
Our services as Bond Counsel will include the preparation of the proceedings for the issuance and sale of the refunding bonds, including all resolutions and other documents relating to the issuance and sale. We will draft all trust indentures or fiscal agent agreements, and all closing documents, including certificates, receipts and our approving legal opinion regarding the bonds. We will also provide all other services customarily provided by Bond Counsel.

If Disclosure Counsel work becomes necessary, our services in that regard will include the preparation of the official statement (or other offering disclosure document) and the continuing disclosure agreement in connection with the bonds. We will also provide a letter at the closing addressed to the City, which indicates that on the basis of the information which is made available to us, and without undertaking to determine independently the accuracy, completeness

or fairness of that information, nothing has come to our attention which causes us to believe that the official statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

We look forward to working with the City again. If you have any questions, please do not hesitate to contact me or Bill Strausz at any time.

Very truly yours,

A handwritten signature in blue ink that reads "Teresa Ho-Urano". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Teresa Ho-Urano

cc: William L. Strausz

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# CITY OF LEMOORE

## BUDGET AMENDMENT FORM

Date:	10/24/2019	Request By:	M. Speer
Requesting Department: Administration			

### TYPE OF BUDGET AMENDMENT REQUEST:

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

### FROM:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
050	1010			\$ (58,500.00)	\$ (58,500.00)

### TO:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
050	4250	4310	\$ 119,590.00	\$ 58,500.00	\$ 178,090.00

### JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

CONTRACT COST FOR RWG LAW TO SEEK ADDITIONAL WATER BOND REVENUES

### APPROVALS:

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



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

## Staff Report

**Item No: 5-5**

**To:** Lemoore City Council  
**From:** John Souza, Utilities Manager  
**Date:** October 22, 2019      **Meeting Date:** November 5, 2019  
**Subject:** Bid Award – TTHM Station 7 and 11 – Liquid Oxygen (LOX) Tanks, Equipment, Supply, Repair and Maintenance

**Strategic Initiative:**

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

**Proposed Motion:**

Award the bid to Matheson Tri-Gas, Inc. for an annual tank rental of \$11,400 to include LOX tanks, vaporizers, equipment and electrical telemetry to operate and function as designed with City Consultants. Approve contract to Matheson Tri-Gas, Inc. for supply of liquid oxygen (LOX) and to repair and maintain suppliers LOX equipment per bid specification; and authorize the City Manager to sign the contract following review and approval by City Attorney.

**Subject/Discussion:**

The City has been working with the State and Consultants to address the TTHM within the City's water system. The current ongoing project design requires Liquid Oxygen tanks and equipment at each site as part of the elimination of TTHM process. In order to ensure that the project is designed with the appropriate equipment specifications, the City issued an RFQ for liquid oxygen for use in the new system. Bids were opened on Friday, October 18, 2019 and only one bid was received.

The bid process was broken into two components: 1. Equipment and installation; 2. Supply and Repair/Maintenance services. The contract is for three years with two (2) one year options to renew. The bid is slightly below Engineer estimates for tank rental cost, repair and maintenance services and two cents higher in liquid oxygen (LOX) costs with

a \$50 delivery charge per site. The bid received included a tank rental of \$950 per month, a \$300 annual service and repair cost and liquid oxygen at a rate of \$.685 per gallon, with a \$50 delivery charge, per delivery. The proposed costs are competitive.

**Financial Consideration(s):**

The Current TTHM project is ongoing as a design-build project. The contract with Matheson Tri-Gas will not impact the City budget until FY2021. At that time, the Water Department Budgets will reflect the cost for tank rental at \$950 per month, an annual service and repair contract of \$300 and an estimated Liquid Oxygen cost delivery for the year at 0.685 per gallon with a \$50 per delivery fee.

**Alternatives or Pros/Cons:**

**Pro:**

- LOX tanks and equipment are required as a part of the design for the TTHM project.
- The cost overall is lower than engineers anticipated.
- The bid and company are competitive and in good standing.

**Con:**

- None noted

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends that City Council award the bid for LOX tank, Equipment/System Install at two City Well Sites per bid specification to Matheson Tri Gas, Inc., and authorize the City Manager to sign the contract.

**Attachments:**

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

**Review:**

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

**Date:**

- 10/28/19
- 10/30/19
- 10/30/19
- 
- 10/29/19

# AGREEMENT

THIS AGREEMENT, entered into by and between City of Lemoore and Matheson Tri-Gas, Inc. hereinafter referred to as "Contractor", and the City of Lemoore, hereinafter referred to as "the City;"

## WITNESSETH:

WHEREAS, the City Council of said City has awarded a contract to install liquid oxygen (LOX) supply tank, vaporizers, telemetry in accordance system requirement and provide maintenance and repair services in the amount of \$300 per year; \$950 per month tank rental AND \$.685 per gallon with a \$50 delivery charge per delivery for the supply of LOX oxygen as requested at two site within the City of Lemoore and hereinafter mentioned in accordance with the sealed bid of said Contractor.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

### **A. SCOPE OF WORK**

The Contractor shall perform all the work, and furnish all the labor, materials, equipment, and all utility and transportation services required to complete all of the work of construction and installation of the improvements at the time and in the manner provided in accordance with the Plans, Bid, Special Provisions, Contract Documents, and Specifications for the **LIQUID OXYGEN (LOX) SUPPLY, EQUIPMENT, AND MAINTENACE at Two City Well Site (S7and S11)** within the City of Lemoore and the County of Kings for the City of Lemoore, the items, quantities, and compensation for which are set forth in the Contractor's bid therefore on file in the office of the City Manager of said City, and which by reference are made a part of this agreement.

### **B. COMPONENT PARTS**

This Contract shall consist of the following documents, each of which is on file in the office of the City Manager of said City, and all of which are incorporated herein and made a part hereof by reference:

1. This agreement
2. Notice Inviting Sealed Bids
3. Accepted Bid Proposal
4. Specifications
5. General Requirements
6. Performance Bond
7. Labor and Materials Bond
8. Certification of compliance with State Labor Code Section 3700
9. Plans, Profiles, Detailed Drawings, Specifications, Special Provisions, and any Modifications to aforesaid prior to execution of this agreement.

**C. TIME OF PERFORMANCE**

The Contractor shall begin work within ten (10) consecutive calendar days after execution of the contract by the City and receipt of the *Notice to Proceed* from the City for design and system specification/ telemetry drawings. Time of completion for the work shall be one hundred twenty (120) working days from (a) the date of commencement of the work as established in the City's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from City, the date of Contractor's actual commencement of the Work (including mobilization).

Liquidated damages will accrue and may be assessed as provided in the Contract Documents. Should said work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the City. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the City will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the City the sum of One Thousand (\$1,000) per calendar day for each and every day's delay beyond the time specified as and for liquidated damages, during or as a result of each calendar day by which completion of the project is delayed beyond the completion date; in case the Contractor fails to make such payment, the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Should such money not be sufficient, the City shall have the right to recover the balance from the Contractor or its sureties.

The work shall be completed within the times set forth in the Special Provisions of Construction. Construction timelines are of the essence, and forfeiture due to delay will be assessed the Contractor as provided for in the Supplementary Conditions.

**D. PAYMENTS**

Payments will be made by the City to the Contractor for said work performed at the times and in the manner provided in the Specifications and at the prices stated in the Contractor's bid.

**E. ASSIGNMENT**

Contractor offers and agrees that it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C., Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the Contract.

**F. CHANGES**

Changes in this agreement or in the work to be done under this agreement shall be made as provided in the General Conditions.

**G. TERMINATION**

The City and Contractor may terminate this agreement as provided in the General Conditions.

***H. PREVAILING WAGES***

The project is a public work, the work shall be performed as a public work and pursuant to the General Conditions.

***I. TAXES AND LICENSES***

The Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of work pursuant to this agreement, and unemployment compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and representatives. Contractor agrees to obtain and renew an annual business license from City throughout the term of the agreement and pay the applicable annual business license fee to City in accordance with Lemoore Municipal Code Section 3-1A-1-3.

***J. INDEMNIFICATION AND INSURANCE***

The Contractor will defend, indemnify and hold harmless the City, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the City with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the City will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions.

***K. ATTORNEY'S FEES***

If either of the parties to this agreement brings any legal action or seeks arbitration regarding any provision of this agreement, the prevailing party in the litigation or arbitration shall be entitled to recover reasonable attorney's fees from the other party, in addition to any other relief that may be granted. This provision applies to the entire agreement.

***L. AMENDMENTS***

This agreement, and all corresponding attachments, constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the City's award of the agreement to Contractor, unless such agreement is expressly incorporated herein. The City makes no representations or warranties, express or implied, not specified in the Contract. The agreement is intended as the complete and

exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure

**AGREEMENT, PAGE FOUR**

section 1856. The terms of the agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

**M. WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**N. BINDING EFFECT**

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the City and their respective successors and assigns.

This agreement is made and executed in duplicate and either copy shall, for all purposes, be deemed an original.

IN WITNESS WHEREOF, The City of Lemoore has caused these presents to be executed by its officers thereunto duly authorized, and the Contractor has subscribed same.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*Contractor- Matheson Tri-Gas, Inc.*

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

*(Seal if Corporation)*

\_\_\_\_\_  
CITY OF LEMOORE

Dated: \_\_\_\_\_, 20\_\_\_\_

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

Attest: \_\_\_\_\_  
*Marisa Avalos, City Clerk*

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ Secretary of the Corporation named as CONTRACTOR in the  
forgoing agreement; that \_\_\_\_\_, who signed said agreement on behalf  
of CONTRACTOR was then \_\_\_\_\_ of said corporation, and that said agreement was  
duly signed for and in behalf of said corporation by authority of its governing body and is within the scope  
of its corporate powers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

**(CORPORATE SEAL)**



## PERFORMANCE BOND (100% OF CONTRACT PRICE)

KNOWN ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
\_\_\_\_\_, as Principal, and \_\_\_\_\_,  
as Surety are hereby held and firmly bound unto the City of Lemoore as Owner in the penal sum of \_\_\_\_\_, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

WHEREAS, the City Council of the City of Lemoore, at its regular meeting of \_\_\_\_\_ has awarded to Principal a contract for the **CITY OF LEMOORE SITE WORK BID PACKAGE FOR POLICE DISPATCH BUILDING** in the City of Lemoore for the City of Lemoore, and,

WHEREAS, said Principal is required under the terms of said contract to provide a bond for the faithful performance of said contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and will truly keep and perform the covenants, conditions and agreements in said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time of the contract and during a one-year warranty period and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of time within which the City may accept such bid; and said Surety does hereby waive notice of any such extension.

**PERFORMANCE BOND, PAGE TWO**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by corporate officers, to three (3) identical counterparts, each of which shall for all purposes be deemed an original thereof, the day and year first set forth below.

Executed on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Principal*

*(Seal if Corporation)*

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

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

*(Attach Acknowledgement of Authorized Representative of Principal)*

Any claims under this bond may be addressed to:

\_\_\_\_\_

(name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(name and address of Surety's agent for services and process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(telephone number of Surety's agent in California, if different from above)

*(Attach Acknowledgement)*

\_\_\_\_\_  
*Surety*

\_\_\_\_\_  
*Attorney-in-Fact*

<p><b>NOTICE:</b> No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service and process in California. Certified copy of Power of Attorney must be attached.</p>
--

**LABOR AND MATERIALS BOND**  
**(100% OF CONTRACT PRICE)**

KNOWN ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
as Principal, and \_\_\_\_\_, as Surety  
are hereby held and firmly bound unto the City of Lemoore as Owner in the penal sum of  
\_\_\_\_\_, for the payment  
of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

WHEREAS, the City Council of the City of Lemoore, at its regular meeting of \_\_\_\_\_ has  
awarded to Principal a contract for the **CITY OF LEMOORE SITE WORK BID PACKAGE FOR  
POLICE DISPATCH BUILDING** in the City of Lemoore for the City of Lemoore, and,

WHEREAS, said Principal is required under the terms of said contract to provide a bond for the faithful  
performance of said contract.

NOW THEREFORE, the condition of this obligation is such, that if the above-bonded Principal and all  
subcontractors to whom any portion of the work provided for in said contract is sublet, his or its heirs,  
executors, administrators, successors, or assigns, shall promptly make payment for all labor performed and  
services rendered and materials furnished in the performance of the work provided for in said contract, then  
the above obligation shall be null and void; otherwise to remain in full force and virtue. PROVIDED,  
however, that this bond is subject to the following conditions and limitations:

- a. All persons who have performed labor or rendered services or furnished materials as aforesaid shall  
have a direct right of action against the Principal and Surety on this bond, which right of action  
shall be asserted in proceedings instituted in the State in which labor was performed or services  
rendered or materials furnished (or where labor has been performed or services rendered or  
materials furnished in more than one state, then in any such state). Insofar as permitted by the laws  
of such state, such right of action shall be asserted in a proceeding instituted in the name of the  
Obligee to the use and benefit of the person instituting such action and of all other persons having  
claims hereunder, and any other person having a claim hereunder shall have the right to be made a  
part of such proceedings (but not later than six months and ninety days after the complete performance  
of said contract and final settlement thereof) and to have such claim adjudicated in said action and  
judgment rendered thereon.
- b. The Surety shall not be liable hereunder for any damages recoverable under any worker's  
compensation or employer's liability statute.
- c. In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to  
any suit, action, or proceeding thereof, and the alteration or addition to the terms of the contract, or  
to the work to be performed there under or the Specifications accompanying the same shall not in  
any way affect its obligations of this bond, and it does hereby waive notice of any such change,  
extension of time, alteration, or addition to the terms of the contract, or the work or the  
Specifications.

**LABOR AND MATERIALS BOND, PAGE TWO**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by corporate officers, to three (3) identical counterparts, each of which shall for all purposes be deemed an original thereof, the day and year first set forth below.

Executed on \_\_\_\_\_, 20\_\_

Principal

*(Seal if Corporation)*

*By:*

*Title:*

*(Attach Acknowledgement of Authorized Representative of Principal)*

Any claims under this bond may be addressed to:

(name and address of Surety)

(name and address of Surety's agent for services and process in California, if different from above)

(telephone number of Surety's agent  
in California, if different from above)

(Attach Acknowledgement)

*Surety*

### *Attorney-in-Fact*

**NOTICE:** No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service and process in California. Certified copy of Power of Attorney must be attached.

**CERTIFICATE OF INSURANCE  
TO  
CITY OF LEMOORE  
Lemoore, California**

Only this Certificate  
of Insurance Form  
will be Accepted

This certifies to the City that the following described policies have been issued to the insured named below and are in force at this time.

Insured \_\_\_\_\_

Address \_\_\_\_\_

Description of operations/locations/products insured (show contract name and/or number, if any) \_\_\_\_\_

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRATION DATE
<b>°WORKERS COMPENSATION</b> <hr/> (Insurer) Best's Rating _____	Employers Liability \$ _____		
<b>°GENERAL LIABILITY</b> Check Policy Type: <input type="checkbox"/> Comprehensive Or <input type="checkbox"/> Commercial Check Coverage Type: <input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence" <hr/> (Insurer) Best's Rating _____	Comprehensive General Liability Each Occurrence \$ _____ Aggregate \$ _____ <hr/> Commercial General Liability Each Occurrence \$ _____ General Aggregate, either: per project/location \$ _____ -or- twice occurrence limit \$ _____		
<b>°BUSINESS AUTO POLICY</b> Liability Coverage Symbol _____ <hr/> (Insurer) Best's Rating _____	Each Person \$ _____ Each Accident \$ _____ Each Accident, Property Damage \$ _____ -or- Combine Single Limit \$ _____		
<b>°UMBRELLA LIABILITY</b> Check Coverage Type: <input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence" <hr/> (Insurer) Best's Rating _____	Occurrence/Aggregate \$ _____ Self-Insured Retention \$ _____		

NOTE: If commercial general liability insurance is used or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location./project or the aggregate limit must be at least twice the occurrence limit.

<b>THE FOLLOWING ARE IN EFFECT:</b>	<b>Yes</b>	<b>NO</b>
The City, the Director, their officials, officers, employees, and volunteers are named on all liability policies described above as Insured as respect: (a) activities performed for the City by or on behalf of the named Insured, (b) products and completed operations of the Named Insured, and (c) any premises owned, leased, or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage of limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A,B and C		
Broad Form Property Damage		
X, C, U Hazards Included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the City, the Director, their officials, officers employees, and volunteers as Insured applies primary and not excess or contributing to any insurance issued in the name of the City.		
Waiver of Subrogation from Worker's Compensation insurer.		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, condition, of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

<hr/> <p style="text-align: center;"><i>Insurance Agency or Brokerage</i></p>	<hr/> <p style="text-align: center;"><i>Insurance Company</i></p>
<hr/> <p style="text-align: center;"><i>Address</i></p>	<hr/> <p style="text-align: center;"><i>Home Office</i></p>
<hr/> <p style="text-align: center;"><i>City                      State                      Zip</i></p>	<hr/> <p style="text-align: center;"><i>Authorized Signature                      Date</i></p>
<hr/> <p style="text-align: center;"><i>Name of Person to be contacted</i></p>	<p>Note: Authorized signature may be agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.</p>
<hr/> <p style="text-align: center;"><i>Telephone</i></p>	



<b>GENERAL LIABILITY SPECIAL ENDORSEMENT</b> <b>FOR <u>CITY OF LEMOORE</u> (the "Entity")</b>		<b>SUBMIT IN TRIPLICATE</b>	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
PRODUCER	<b>POLICY INFORMATION:</b> Insurance Company: Policy No.: Policy Permit: (from) (to) <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____		
NAMED INSURED	<b>APPLICABILITY.</b> This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: <b>ENTITY AGREEMENTS/PERMITS</b>		
<b>TYPE OF INSURANCE</b>	<b>OTHER PROVISIONS</b>		
<b>LIMIT OF LIABILITY</b>			
\$_____ per accident, for bodily injury and property damage. <b>LOSS ADJUSTMENT EXPENSE</b> <input type="checkbox"/> INCLUDED IN LIMITS <input type="checkbox"/> IN ADDITION TO LIMITS	<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____		
In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: <ol style="list-style-type: none"> <li><b>INSURED.</b> The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds.</li> <li><b>CONTRIBUTION NOT REQUIRED.</b> As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy (a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li> <li><b>CANCELLATION NOTICE.</b> With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.</li> <li><b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:               <ol style="list-style-type: none"> <li>Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 (Ed. 11/88); or</li> <li>If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li> </ol> </li> </ol> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
<b>ENDORSEMENT HOLDER</b>			
ENTITY  <b>CITY OF LEMOORE</b> <b>711 W. CINNAMON DRIVE</b> <b>LEMOORE, CA 93245</b>  <b>Attention: City Manager</b>	<b>AUTHORIZED</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ <b>REPRESENTATIVE</b>  I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.  <b>Signature</b> _____ (original signature required)  Telephone (_____) _____ Date Signed _____		





## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description:

### **CITY OF LEMOORE SITE WORK BID PACKAGE FOR POLICE DISPATCH BUILDING**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated \_\_\_\_\_. You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Owner City of Lemoore

By \_\_\_\_\_ Title City Manager  
Nathan Olson

### **ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_  
(Contractor)

this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_

## NOTICE TO PROCEED

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description:

### **CITY OF LEMOORE SITE WORK BID PACKAGE FOR POLICE DISPATCH BUILDING**

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_.

The contract Time for the Project Construction and Installation shall be Ninety (90) calendar days following City approval. The date of completion of all WORK is therefore \_\_\_\_\_.

CITY OF LEMOORE  
Owner

By \_\_\_\_\_  
Nathan Olson

Title City Manager

### **CITY OF LEMOORE SITE WORK BID PACKAGE FOR POLICE DISPATCH BUILDING**

### **ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_  
(Contractor)

this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_  
(Please Type)

Employer Tax Identification Number:

\_\_\_\_\_  
Telephone Number (    ) \_\_\_\_\_

Fax Number (    ) \_\_\_\_\_



**MATHESON**

ask. . .The Gas Professionals™

909 Lake Carolyn Pkwy Suite 1300  
Irving, TX 75039

Tel: (972) 560-5700  
Fax: (972) 560-4151  
www.mathesongas.com

## ***Executive Summary***

Matheson Tri-Gas, Inc is a global manufacture of liquid oxygen with a strategic footprint of two (2) Air Separation Units (ASUs) within less than 210 miles and (2) more within 300 miles. With a fleet of high-efficiency, ISO-certified, and FDA-compliant air separation units (ASUs) and a coast-to-coast gas distribution network, MATHESON is positioned to be your key supplier for bulk atmospheric gases.

Legal Name: Matheson Tri-Gas, Inc.

Corporate Address: 909 Lake Carolyn Pkwy. Suite 1300 Irving TX, 75039

ASU Address: 5555 District Blvd. Vernon, CA 90058

Contact Person: Steven Schwegman

Contact Telephone: 626-221-7621

Contact Email: sschwegman@mathesongas.com

### **Enclosure Includes:**

Exhibit A – RFQ Response packet

- Bidder information and acceptance

- Bid forms

- Cost Schedules

- Required documentation and submittals

- Description of proposed Equipment/ System

- Sample of a 6000G System and 2x vaporizers and how it should be installed

- PTCM

- Vaporizer switching unit

- Fill line

- Ambient Vaporizer

- Telemetry Unit

- Chart 6000G tank drawings

- References

- Exceptions, Clarifications, Amendments

- Equal Employment Opportunity Certification

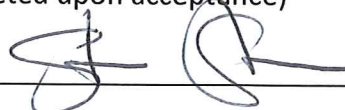
- NSF 60/61 Certification

- Consolidated Sellers Permit

Exhibit B (proof upon acceptance)

Exhibit C (to be completed upon acceptance)

Matheson Signature

 10/18/2019



# EXHIBIT A

## RFQ RESPONSE PACKET

RFQ NO. S7-11

LOX TANK, EQUIPMENT/SYSTEM INSTALL, LOX SUPPLY AND  
REPAIR/MAINTENANCE SERVICES,  
AT CITY OF LEMOORE SITE 7 AND SITE 11

To: City of Lemoore (CITY)

From: Matheson Tri-Gas, Inc.  
(Official Name of Bidder)

### RFQ RESPONSE PACKET GUIDELINES

- AS DESCRIBED IN SECTION IV – RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, BIDDERS ARE TO SUBMIT TWO (2) ORIGINAL HARDCOPIES RFQ RESPONSE WITH ORIGINAL INK SIGNATURES, BOTH COPIES CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:
  - EXHIBIT A- RFQ RESPONSE PACKET, INCLUDING CONTRACT EQUITY PROGRAM FORMS AND ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN EXHIBIT A – “REQUIRED DOCUMENTATION AND SUBMITTALS”
- ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT AND MUST BE INITIALED IN INK BY PERSON SIGNING THE RFQ RESPONSE.
- BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS AND /OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN TOTAL.
- IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS OR TAKING EXCEPTION TO ANY PART OF THIS RFQ, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFQ RESPONSE PACKET. THE CITY, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFQ RESPONSE DISQUALIFIED.





## BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFQ documents, including without limitation, the RFQ, Addenda, and Exhibits have been read and that the terms, conditions, certifications and requirements are agreed to.
2. The undersigned is authorized to offer and agrees to furnish the articles and services specified in accordance with the RFQ documents of RFQ No. 57-11.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ. List Addenda for this RFQ on the lines below:

ADDENDA #	DATE

4. The undersigned hereby certifies to the City that all representations, certifications and statements made by the bidder, as set forth in this RFQ Response Packet and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the bidder is and will be in good standing in the State of California with all the necessary licenses, permits, certifications, approvals and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and if applicable the site(s) conditions. By the submission of an RFQ response, the bidder certifies that if awarded a contract it will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with the City shall hold the City, Council, Managers, Staff agents and employees harmless from liability of any nature or kind, including cost and expenses for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates **are not required at the time of submission**. However, by signing Exhibit A – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the City prior to execution of an agreement by the City and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFQ.
9. The undersigned bidder hereby submits this RFQ response and binds itself on award to the City under this RFQ to execute in accordance with such award a contract and to furnish the

bond or bonds and insurance required by the RFQ. The RFQ, subsequent Addenda, bidder's Response Packet and any attachments, shall constitute the Contract and all provisions thereof are hereby accepted.

10. The undersigned bidder if awarded bid and before start of project is required to have a City of Lemoore Business License with the City of Lemoore.
11. The undersigned acknowledges ONE of the following (please check only one box).\*

- ☐ Bidder is not an SBE and is ineligible for any bid preference; **OR**
- ☐ Bidder is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, is requesting a 5% bid preference and has completed the Contract Equity Program and Equal Employment Opportunity forms at the hyperlink contained in the Contract Equity Program and Equal Opportunity section of this Exhibit A.
- ☐ Bidder is an eligible City of Lemoore Local Business \* "See Exhibit D"

\* If no box is checked, it will be assumed that the bidder is ineligible for bid preference and none will be given. For additional information on SBE bid preference, please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Bidder (exactly as it appears on Bidder's Corporate seal and invoice):

Matheson Tri-Gas, Inc.

Address Line 1: 150 Allen Road

Address Line 2: Basking Ridge, NJ 07920

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Webpage: http://mathesongas.com

E-Mail bulkcontractadmin@mathesongas.com

Type of Entity / Organizational Structure (check one):

<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Liability Partnership	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Limited Liability Corporation	<input type="checkbox"/>	Non-Profit / Church
<input type="checkbox"/>	Other: _____		

Jurisdiction of Organization Structure: Delaware

Date of Organization Structure: 3/12/1987

Federal Tax Identification Number: 743460354

Primary Contact Information:

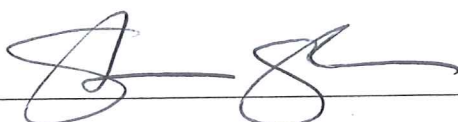
Name / Title: STEVEN SCHWELMAN

Telephone Number: 626-221-7621 Fax Number: \_\_\_\_\_

E-Mail Address: SSchwelman@MATHESONCIAS.COM

Street Address Line 1: 110125 ORNELAS ST.

City: IRVINDALE State: CA Zip Code: 91706

Signature: 

Name and Title of Signer (Printed) STEVEN SCHWELMAN, SALES REPRESENTATIVE

Dated this 18<sup>th</sup> day of OCTOBER 20 19





# BID FORM(S)

Cost, shall be submitted on this Bid Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the City to the contractor, if licensed to collect or otherwise directly to the State.

No alternations or changes of any kind to the Bid Form(s) are permitted. RFQ responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the City will pay for the term of any contract that is a result of this RFQ process.

Quantities listed herein are estimates based on projected usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

	Max Ozone Usage lb/Day O <sub>3</sub>	Max Oxygen Use		Normal Oxygen Use gal/Day O <sub>2</sub>	LOX Tank <sup>B</sup> Capacity (gal)	Normal Oxygen Use gal/Month O <sub>2</sub>	Maximum Oxygen Use gal/Month O <sub>2</sub>
		gal/Day O <sub>2</sub>	scf/Hr O <sub>2</sub>				
Station 7	220	210	991	88	6,000	2,640	6,300
Station 11	300	287	1,354	111	6,000	3,330	8,610

Normal O<sub>2</sub> usage is based on dosing 4.0 mg/L & 2.5 mg/L O<sub>3</sub> respectively at design rates.  
Max O<sub>2</sub> usage is based on the generators' capacity limits.

Current Estimation per design /build for pricing purposes only for Oxygen Tank & Vaporizer.

## Schedule 1 – Site 7 Equipment Cost – See enclosed designs – Exhibit F

EQUIPMENT	COST
LOX Tank installed – 6,000 gallons	\$ 0
Vaporizers – 2 installed	\$ 0
GOX Pressure Requirement 90 psig -	\$ 0
ADDITIONAL TANK RENTAL	\$ 11,400
ADDITIONAL	\$
REQUIRED INSTRUMENTATION	
LOX Tank Pressure Transmitter	\$ 0
Vaporizer GOX Temperature Transmitter	\$ 0
3-Way Vaporizer GOX Effluent Valve	\$ 0
ADDITIONAL	\$
ADDITIONAL	\$
ADDITIONAL	\$

Site 7 Total Liquid Oxygen Estimated Usage per MO (gals): = 5,970

**Schedule 2 – Site 11 Equipment Cost – see enclosed designs – Exhibit F**

EQUIPMENT	COST
LOX Tank installed – 6,000 gallons	\$ <u>Ø</u>
Vaporizers – 2 installed	\$ <u>Ø</u>
GOX Pressure Requirement 90 psig -	\$ <u>Ø</u>
ADDITIONAL <u>TANK RENTAL</u>	\$ <u>11,400</u>
ADDITIONAL	\$
<b>REQUIRED INSTRUMENTATION</b>	
LOX Tank Pressure Transmitter	\$ <u>Ø</u>
Vaporizer GOX Temperature Transmitter	\$ <u>Ø</u>
3-Way Vaporizer GOX Effluent Valve	\$ <u>Ø</u>
ADDITIONAL	\$
ADDITIONAL	\$
ADDITIONAL	\$

**Site 7 Total Liquid Oxygen Estimated Usage per MO (gals): = 14,910**

**SCHEDULE 3 – SITE 7 - LOX SUPPLY AND REPAIR/MAINTENANCE SERVICES**

Item	Estimated Annual Quantity/Time	Description	Price Per ccf/Year	Total
1.	100 ccf	Liquid oxygen requirements for approximately 12 months, f.o.b. tank at Site 7 – Bush Street, as described herein. Oxygen shall be at least 99.5% oxygen by volume priced per hundred cubic feet at Standard Temperature and Pressure, i.e., 70 degrees Fahrenheit and GOX Pressure 90 psig	<u>\$ .685</u> Per ccf  Estimate Avg 3yrs <u>\$ .7</u>	Year 1 Cost <u>\$ 24,910.73</u>  Average 3 yr Cost <u>\$ 25,513.45</u>
2.	Approximately 12 months	Full service maintenance and repair services for liquid oxygen supply system, as described herein including added LOX tank instrumentation, if needed as referenced on page SR/2	<u>\$ 300</u> First year  <u>\$ 300</u> Avg of 3 yrs	<u>\$ 300</u>
3.	Allowable overage per delivery	The allowable overage “venting” or “spill” for each LOX delivery in ccf, assuming a delivery of 5,000 ccf.	<u>200</u> ccf per 5000 ccf	<u>\$ 1.44</u> See calculation
4.	Added cost for LOX tank instrumentation installed	LOX tank instrumentation needed for accurate tank volume estimate of oxygen delivered, installed cost, if needed.	<u>\$ Ø</u>	<u>\$ Ø</u>
TOTAL AMOUNT BID				<u>\$ 25,268.17</u>

# SCHEDULE 4 – SITE 11 - LOX SUPPLY AND REPAIR/MAINTENANCE SERVICES

Item	Estimated Annual Quantity/Time	Description	Price Per ccf/Year	Total
1.	240 ccf	Liquid oxygen requirements for approximately 12 months, f.o.b. tank at Site 7 – Bush Street, as described herein. Oxygen shall be at least 99.5% oxygen by volume priced per hundred cubic feet at Standard Temperature and Pressure, i.e., 70 degrees Fahrenheit and GOX Pressure 90 psig	\$ <u>1285</u> Per ccf  Estimate Avg 3yrs \$ <u>170</u>	Year 1 Cost \$ <u>31,208.41</u>  Average 3 yr Cost \$ <u>31,811.81</u>
2.	Approximately 12 months	Full service maintenance and repair services for liquid oxygen supply system, as described herein including added LOX tank instrumentation, if needed as referenced on page SR/2	\$ <u>300</u> First year  \$ <u>300</u> Avg of 3 yrs	\$ <u>300</u>
3.	Allowable overage per delivery	The allowable overage “venting” or “spill” for each LOX delivery in ccf, assuming a delivery of 5,000 ccf.	<u>200</u> ccf per 5000 ccf	\$ <u>1.44</u> See calculation
4.	Added cost for LOX tank instrumentation installed	LOX tank instrumentation needed for accurate tank volume estimate of oxygen delivered, installed cost, if needed.	\$ <u>Ø</u>	\$ <u>Ø</u>
TOTAL AMOUNT BID				\$ <u>31,509.85</u>

Taxes. The prices quoted shall not include the California State Sales or Use tax; said tax wherever applicable will be paid by the City to the Contractor, if licensed to collect same, or otherwise directly to the State.

REQUIRED Additional mandatory information requested for each submittal.

1. The allowable overage, “venting” or spill” for each LOX delivery:

200 in hundred Std. cu. Ft. (assuming a delivery of tank capacity in Std. cu. ft.).

2. Other parameters needed other than LOX tank liquid level for accurate determination of LOX delivery volumes: N/A - e.g., temperature, etc.

etc.. \_\_\_\_\_



3. Describe all "ADDITIONAL" items listed in above cost per Schedule(s).

DESCRIBE ADDITIONAL	SCHEDULE ?	COST
TANK RENTAL 10000 G	<del>2</del> 2	11,400
TANK RENTAL 10000 G	<del>2</del> 1	11,400

Delivery Charges  
\$50 per delivery  
per site -

Comments/Notes:

EQUIPMENT TO BE INSTALLED AT NO COST TO BUYER.  
BUYER WILL BE CHARGED A "RENTAL FEE" IN THE FORM  
OF AND KNOWN AS "FACILITY FEE". THIS FEE IS FOR THE  
USE OF SELLER'S EQUIPMENT (TANKS, VALVES, TUBING, ETC...)  
ANY AND ALL FACILITY FEES ARE LISTED ABOVE. (\$11,400/12 = \$950/MO)

\* PRICE ESTIMATES (TOTALS AND YEARLY) BASED ON "NORMAL OXYGEN USE  
GAL/MONTH O<sub>2</sub> CONSUMED UNDER PARAGRAPH 2 ON "BID FORM" PAGE.

STATION 7: 2,640 gal/mo

STATION 11: 3,330 gal/mo

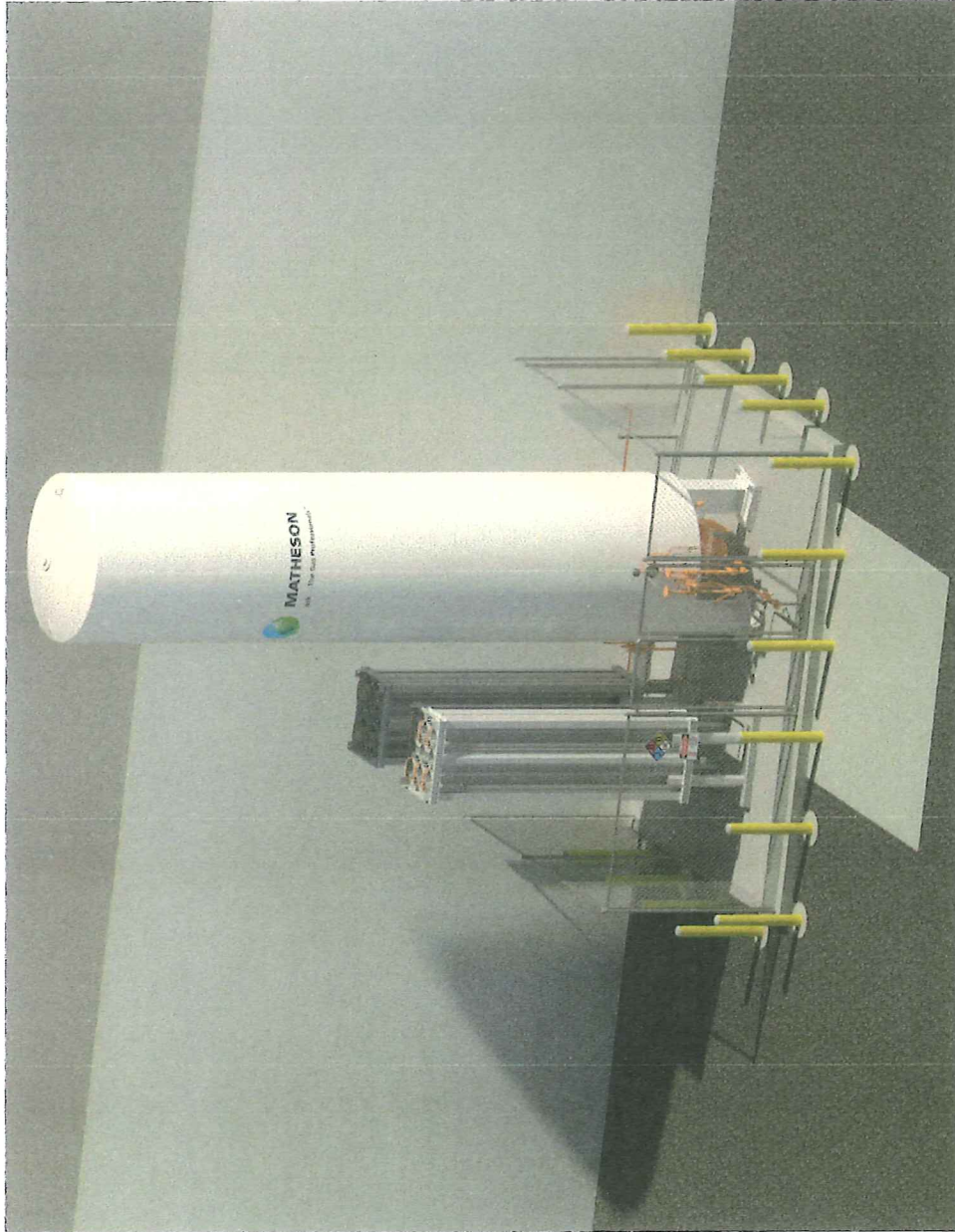
\*\* ALL EQUIPMENT INSTALLED BY MATHESON WILL BE SERVICED AND  
MAINTAINED BY MATHESON. IF EQUIPMENT REQUIRES REPAIRS,  
MATHESON WILL DO SO.



## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFQ Response Packet. Bidders shall submit all documentation, in the order listed below and clearly label each section of the RFQ response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. Description of the Proposed Equipment /System: RFQ response shall include a description of the proposed equipment /system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment / system will meet or exceed the requirements of the City and shall explain any advantages that this proposed equipment/system would have over other possible equipment /systems. The description shall include any disadvantages or limitations that the /City should be aware of in evaluating the REQ response. Finally, the description shall describe all product warranties provided by bidder.
2. Evidence of current NSF 60/61 certification.
3. References:
  - a. Bidders must use the templates in the References” section of this Exhibit A – RFQ Response Packet to provide references.
  - b. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
    - i. Bidders must verify the contact information for all references provided is current and valid.
    - ii. Bidders are strongly encouraged to notify all references that the City may be contacting them to obtain a reference



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**SAMPLE INDUSTRIAL 6,000 GALLON TANK SYSTEM**

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**Finn Design Group, Inc.**

3225 Hoppard Road, Suite 125  
Pleasanton, CA 94588  
OFFICE (925) 737-1000  
FAX (925) 737-1001  
Web: www.finnengineering.com



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**SAMPLE INDUSTRIAL 6,000 GALLON  
SYSTEM - LOW SEISMIC**

REV	DATE	CUSTOMER	SHEET
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# **SAMPLE INDUSTRIAL 6,000 GALLON SYSTEM**

THE EQUIPMENT LAYOUT PLAN PRESENTED HEREIN REPRESENTS A SAMPLE LAYOUT THAT WILL PROVIDE SUFFICIENT AREA FOR A CRYOGENIC SYSTEM CONSISTING OF ONE 6,000 GALLON TANK, TWO VAPORIZERS AND A DUAL REGULATOR MANIFOLD.

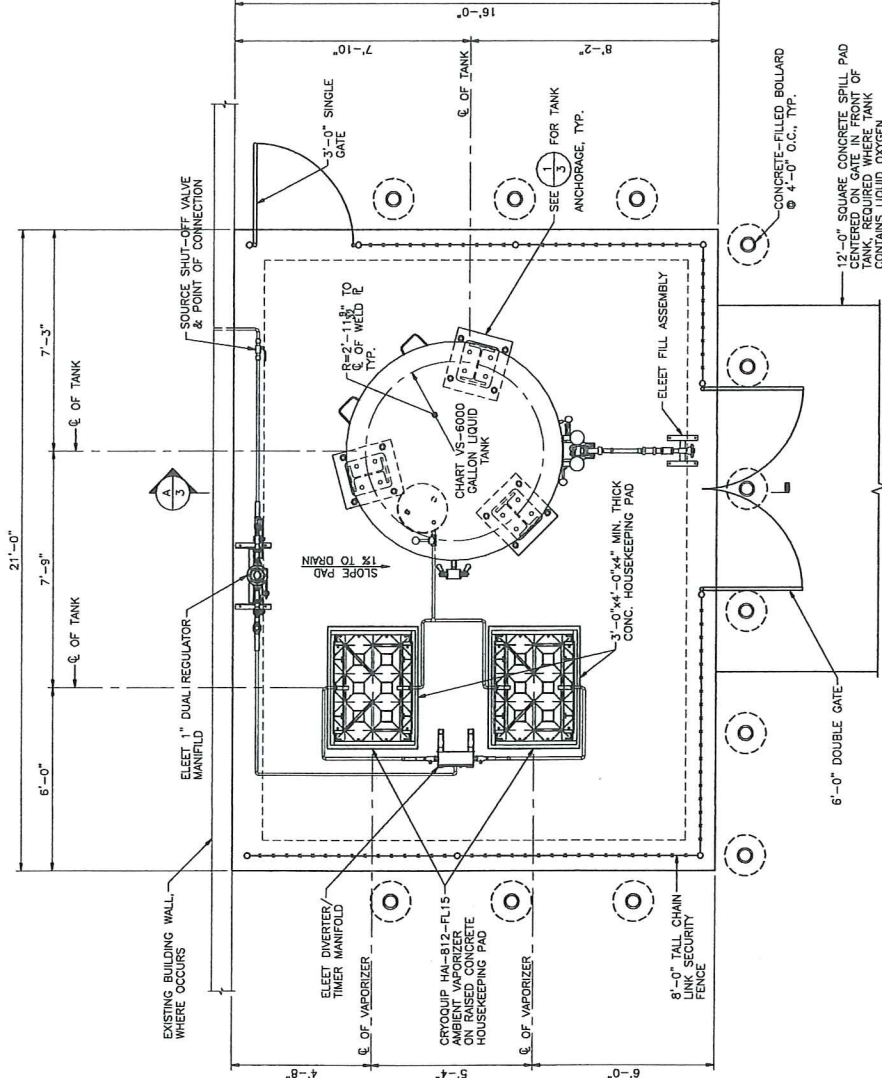
ENGINEERING DESIGN OF THE PAD AND EQUIPMENT ANCHORAGE IS SITE-SPECIFIC. VARIABLES THAT CAN AFFECT THE PAD DESIGN AND EQUIPMENT ANCHORAGE INCLUDE:

- SITE SPECIFIC SEISMIC DESIGN PARAMETERS (E.G. GROUND ACCELERATION);
- SITE SPECIFIC GEOTECHNICAL PARAMETERS (E.G. SOIL SUTABILITY, ALLOWABLE BEARING PRESSURE, LIQUEFACTION POTENTIAL);
- SITE SPECIFIC WIND DESIGN PARAMETERS (E.G. DESIGN WIND SPEED, EXPOSURE);
- SITE SPECIFIC TEMPERATURE PARAMETERS (E.G. FROST DEPTH, MEAN ANNUAL TEMPERATURE, PERCENTAGE OF WINTER DAYS);
- SITE-SPECIFIC UNDERGROUND UTILITIES, AREA, SIZE AND SHAPE;
- SITE-SPECIFIC EXPOSURE CONSTRAINTS (NFPA 55, FIRE CODE)
- TANK SIZE AND MODEL;
- TANK CONTENTS (UN, LAR, LOX, CO2, N2O);
- OTHER EQUIPMENT TO BE ANCHORED TO THE SAME PAD;
- RISK CATEGORY (E.G. HAZARDOUS OCCUPANCY, ESSENTIAL OCCUPANCY);

ADDITIONALLY, VERTICAL TANKS WITH LEGS ANCHORED IN COMPLIANCE WITH THE 2012 INTERNATIONAL BUILDING CODE AND LATER, MUST COMPLY WITH SECTION 15.7.5 OF ASCE 7, WHICH REQUIRES TANK INSTALLATIONS IN SEISMIC DESIGN CATEGORIES C AND HIGHER TO HAVE ENHANCED STRENGTH AND DUCTILITY. THE PAD AND ANCHORAGE INFORMATION PRESENTED HEREIN ARE APPLICABLE TO SITES WITHIN SEISMIC DESIGN CATEGORY A OR B. SEE MAP ON SHEET S4.

## **SAMPLE GENERAL NOTES**

1. BASIS OF DESIGN: 2015 INTERNATIONAL BUILDING CODE WITH LOCAL AMENDMENTS.
2. DESIGN LOADS: DESIGN LATERAL LOADS PER 2015 IBC SEISMIC: PER 2015 IBC  
 $S_{DS} = 0.330$   
 $S_{D1} = 0.133$   
 SITE CLASS: B  
 SEISMIC DESIGN CATEGORY: B  
 120 MPH ULTIMATE WIND DESIGN SPEED  
 EXPOSURE C  
 WIND: PER 2015 IBC  
 RISK CATEGORY III
3. GEOTECHNICAL DESIGN PARAMETERS:  
 - ALLOWABLE SOIL BEARING PRESSURE: 1,500 PSF  
 - FRICTION COEFFICIENT: 0.25  
 - ALLOWABLE LATERAL PASSIVE BEARING PRESSURE: 100 PCF  
 - FROST DEPTH: 18" (SEE LOCAL REQUIREMENTS)  
 - PROFESSIONAL GEOTECHNICAL ENGINEER PER IBC SECTION 1802.
4. THE SITE SHALL BE CLEARED OF ALL ORGANIC MATERIALS AND DEBRIS. PAD AREA SHALL BE OVER EXCAVATED, SCORIFIED AND RECOMPACTED SUCH THAT PAD BELOW CONCRETE ATTAINS 90% COMPACTION. IF 80% COMPACTION CAN NOT BE ATTAINED, AREA SHALL BE OVEREXCAVATED 1 FT. AND BACKFILLED WITH WELL GRADED AGGREGATE BASE, COMPACTED TO 90% MIN. REQUIREMENT FOR REINFORCED CONCRETE SHALL BE IN ACCORDANCE WITH THE BUILDING CODE.
5. BORE HOLE LOGS MUST BE OBTAINED AND REVIEWED BY THE REGISTERED PROFESSIONAL ENGINEER.
6. ALL CONCRETE WORK SHALL DEVELOP A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS. ALL CONCRETE SHALL BE ENTRAINED WITH 4-6% AIR.
7. DRAINAGE SHALL BE AWAY FROM ANY BUILDING.
8. ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 1"x1".
9. ALL REINFORCING STEEL SHALL BE NEW BILLET STEEL DEFORMED BARS MEETING ASTM A-615 SPECIFICATIONS LATEST EDITION WITH A YIELD STRENGTH OF 60,000 PSI.
10. REINFORCING STEEL SHALL LAP 30 BAR DIAMETERS UNLESS NOTED OTHERWISE.
11. STRUCTURAL STEEL SHALL BE ASTM A36. WELDING SHALL BE BY CERTIFIED WELDERS.
12. CAST-IN-PLACE ANCHORS, NUTS AND WASHERS SHALL BE ASTM F1554 GRADE 36, HOT-DIP GALVANIZED.
13. EXPANSION ANCHORS SHALL BE STAINLESS STEEL HILTI KWIK BOLT TZ INSTALLED IN ACCORDANCE WITH ICC-ES REPORT ESR-1917.
14. EPOXY ANCHORS SHALL BE INSTALLED UTILIZING HILTI RE-500 V3 ADHESIVE IN ACCORDANCE WITH ICC-ES REPORT ESR-3814.
15. NON-SHRINK GROUT SHALL HAVE A MINIMUM 28-DAY STRENGTH OF 8,000 PSI.
16. SPECIAL INSTRUCTIONS REQUIRED FOR PLACEMENT OF CONCRETE AND REINFORCEMENT, INSTALLATION OF EPOXY ANCHORS AND WELDING.
17. STRIPS OF CRYOGENIC LIQUID SYSTEMS SHALL BE IN COMPLIANCE WITH NFPA-55 AND LOCAL FIRE CODE REQUIREMENTS.



**SAMPLE EQUIPMENT LAYOUT PLAN**

1/4" = 1'-0"

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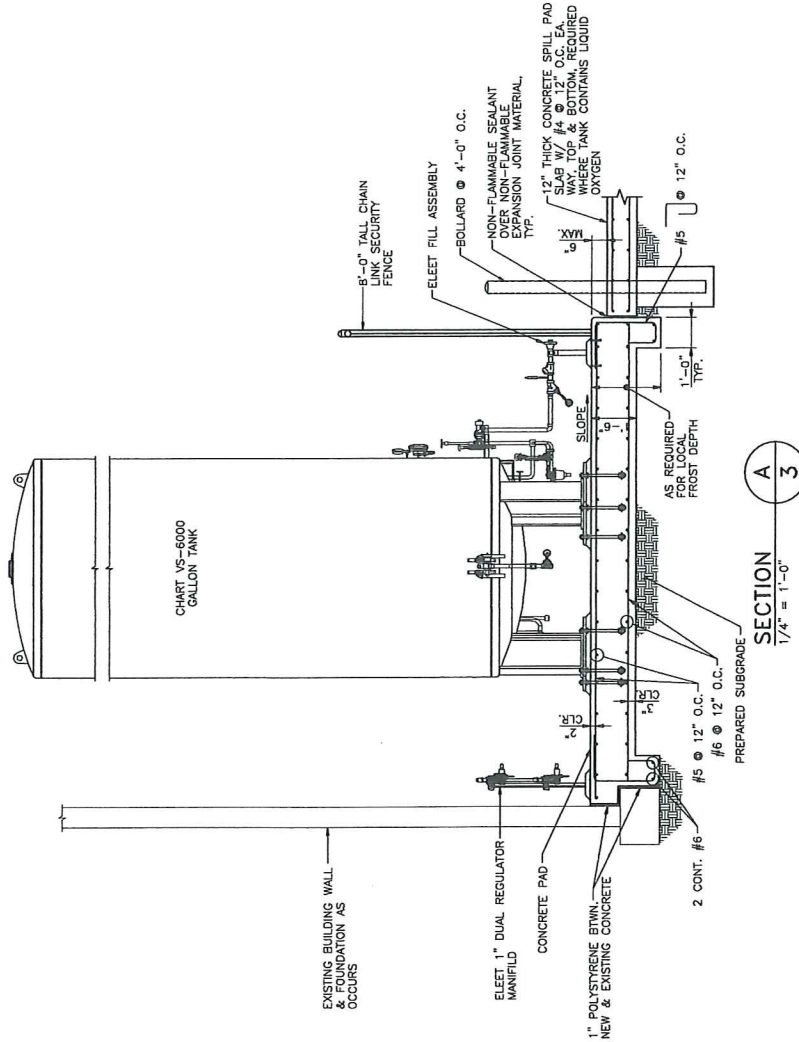
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**Finn Design Group, Inc.**  
3825 Hopyard Road, Suite 125  
Pleasanton, CA 94588  
OFFICE (925) 737-1600  
FAX (925) 737-1601  
WEB: www.finnengineering.com  
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## **SAMPLE INDUSTRIAL 6,000 GALLON SYSTEM - LOW SEISMIC**

REV	DATE	CUSTOMER	SHEET
A	3/8/19		2 of 4



# **SHEET NOTES:**

1. SEE INFORMATION AND SAMPLE GENERAL NOTES ON SHEET 2.
2. DETAILS PRESENTED HERE-IN ARE FOR EXAMPLE PURPOSES ONLY. CONSULT FINN DESIGN GROUP OR ANOTHER LICENSED PROFESSIONAL ENGINEER FOR SITE SPECIFIC CONSTRUCTION DOCUMENTS.

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**Finn Design Group, Inc.**  
3425 University Blvd, Suite 125  
Matheson, CA 94538  
OFFICE (925) 737-1600  
FAX (925) 737-1601  
WEB: www.finnengineering.com  
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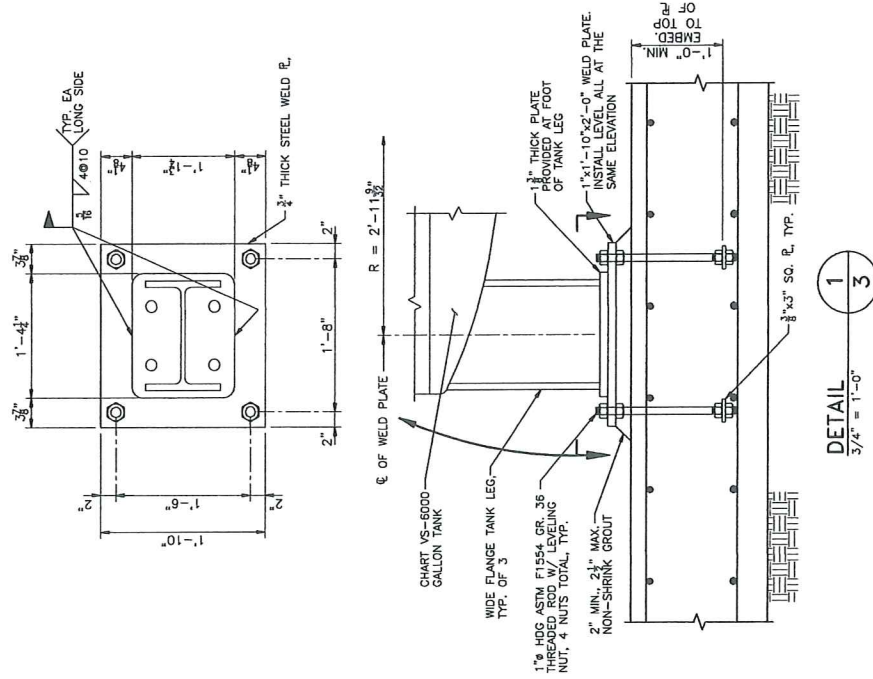


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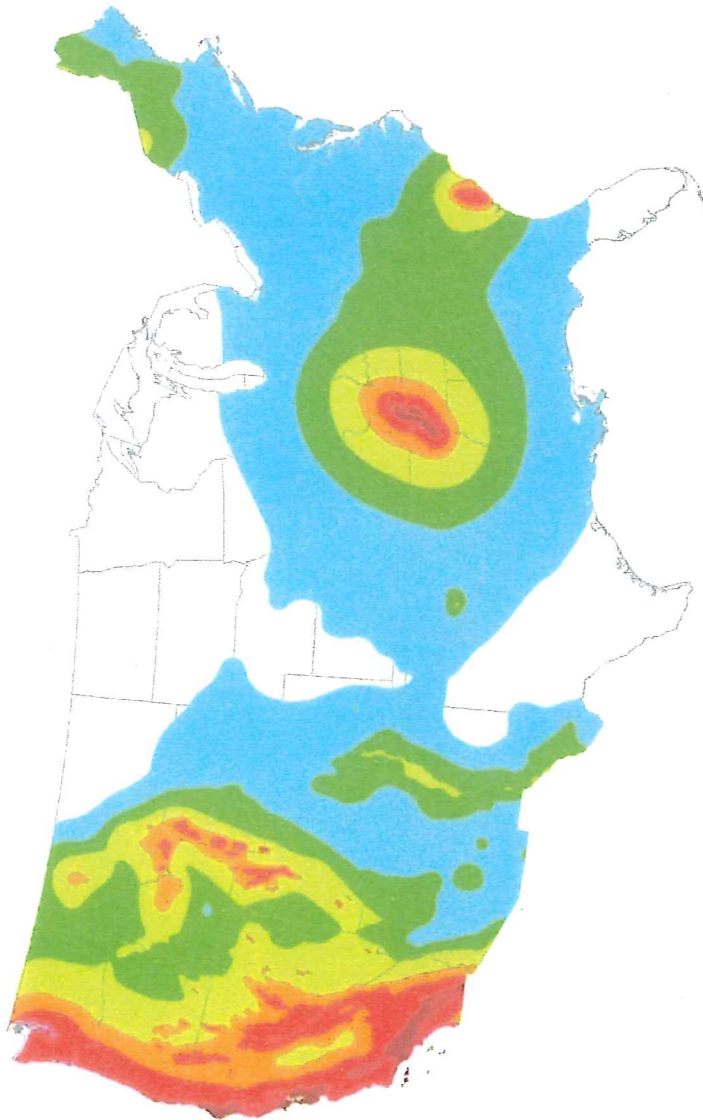
## **SAMPLE INDUSTRIAL 6,000 GALLON TANK SYSTEM - LOW SEISMIC**

REV	DATE	CUSTOMER	SHEET
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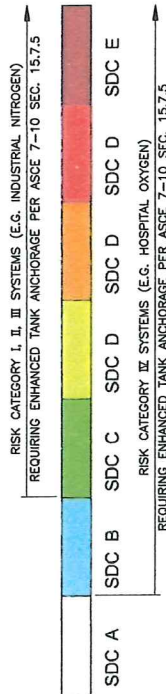
- TANK ANCHORAGE NOTES:**
1. WIDE FLANGE TANK LEGS AND BASE PLATES WOULD BE AS PROVIDED AND FACTORY INSTALLED BY TANK MANUFACTURER.
  2. ANCHORS, STEEL WELD PLATES AND NON-SHRINK GROUT WOULD BE PROVIDED AND INSTALLED BY CONTRACTOR.
  3. AT CONTRACTOR'S OPTION, EPOXYED 1"x1"-6" LONG HOG, THREADED RODS MAY BE USED IN LIEU OF CAST-IN-PLACE ANCHORS. EPOXY SPECIFIED RODS IN 1"x1"-6" DEEP HOLES WITH HILT HIT RE-500 V3 ADHESIVE.
  4. WELDING SHALL BE DONE BY A WELDER CERTIFIED TO WELDED STEEL WELDED JOINTS.
  5. TANK MAY NOT BE FILLED UNTIL BOTH NON-SHRINK GROUT AND PAD CONCRETE HAVE ATTAINED THEIR SPECIFIED DESIGN STRENGTH.







SEISMIC DESIGN CATEGORY (SDC) MAP [REF: NEHRP RECOMMENDED SEISMIC PROVISIONS, FEMA P-750/2005 EDITION]



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## ENHANCED TANK ANCHORAGE REQUIREMENTS

VERTICAL TANKS WITH LEGS ANCHORED IN COMPLIANCE WITH THE 2012 INTERNATIONAL BUILDING CODE (IBC) AND LATER, MUST COMPLY WITH ASCE 7-10 SECTION 7.15.5. THIS CODE SECTION REQUIRES TANKS ANCHORED IN SEISMIC DESIGN CATEGORIES C, D, E, & F TO HAVE ENHANCED STRENGTH AND DUCTILITY. SPECIFICALLY, 1) THE ANCHORAGE EMBEDMENT INTO CONCRETE MUST BE CAPABLE OF DEVELOPING THE STEEL STRENGTH OF THE ANCHORS, AND 2) AN 8-DIAMETER ANCHOR STRETCH LENGTH MUST BE PROVIDED BETWEEN THE POINT OF CONCRETE ANCHORAGE AND THE POINT OF CONNECTION TO THE TANK.

THE MAP TO THE LEFT DEPICTS SEISMIC DESIGN CATEGORIES WITHIN THE 48 CONTIGUOUS STATES. ALASKA AND HAWAII ARE ENTIRELY SDC C OR HIGHER, EXCEPT FOR THE ISLAND OF KAUAI. KAUAI IS SDC B. ASCE 7-10 ALSO STATES THAT RISK CATEGORY IV (ESSENTIAL) FACILITIES THAT WOULD NORMALLY BE CLASSIFIED AS SDC B, MUST BE CONSIDERED AS SDC C.

THE SAMPLE INDUSTRIAL SYSTEM PRESENTED ON THESE DRAWINGS IS APPLICABLE TO THE SEISMIC DESIGN CATEGORY A AND CATEGORY B (WHITE & BLUE) AREAS ON THE MAP.

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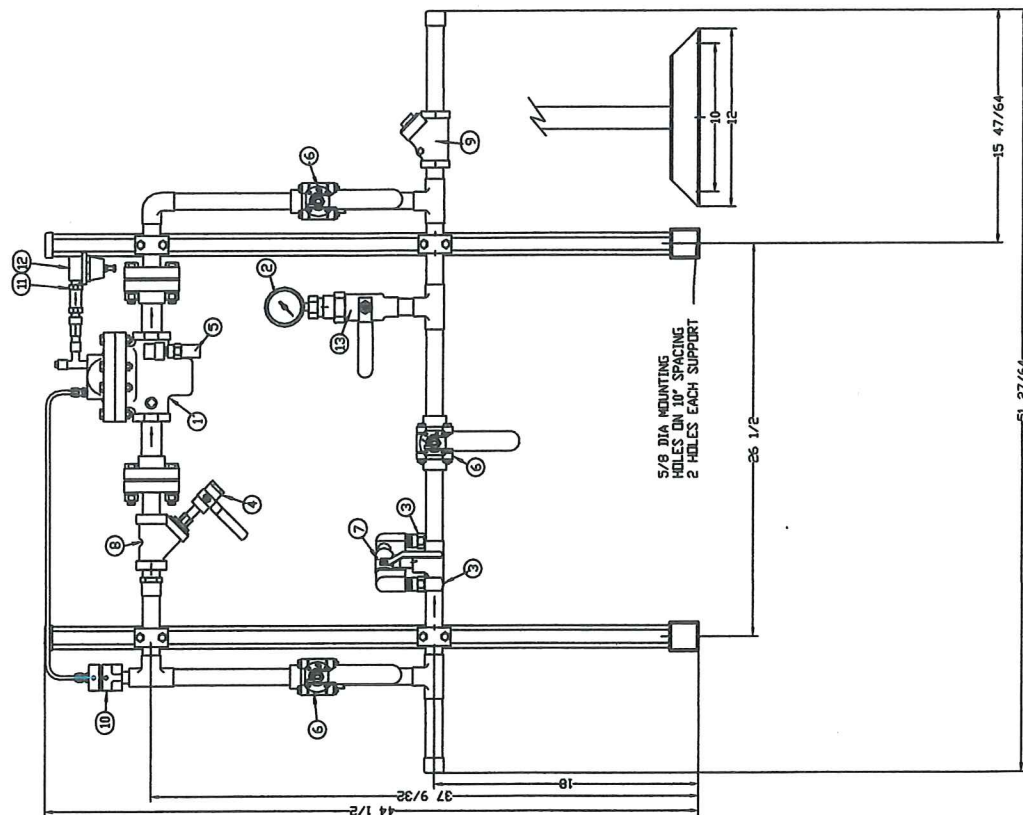
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SAMPLE INDUSTRIAL 6,000 GALLON TANK  
SYSTEM - LOW SEISMIC

REV	DATE	CUSTOMER	SHEET
A	3/8/19		4 of 4



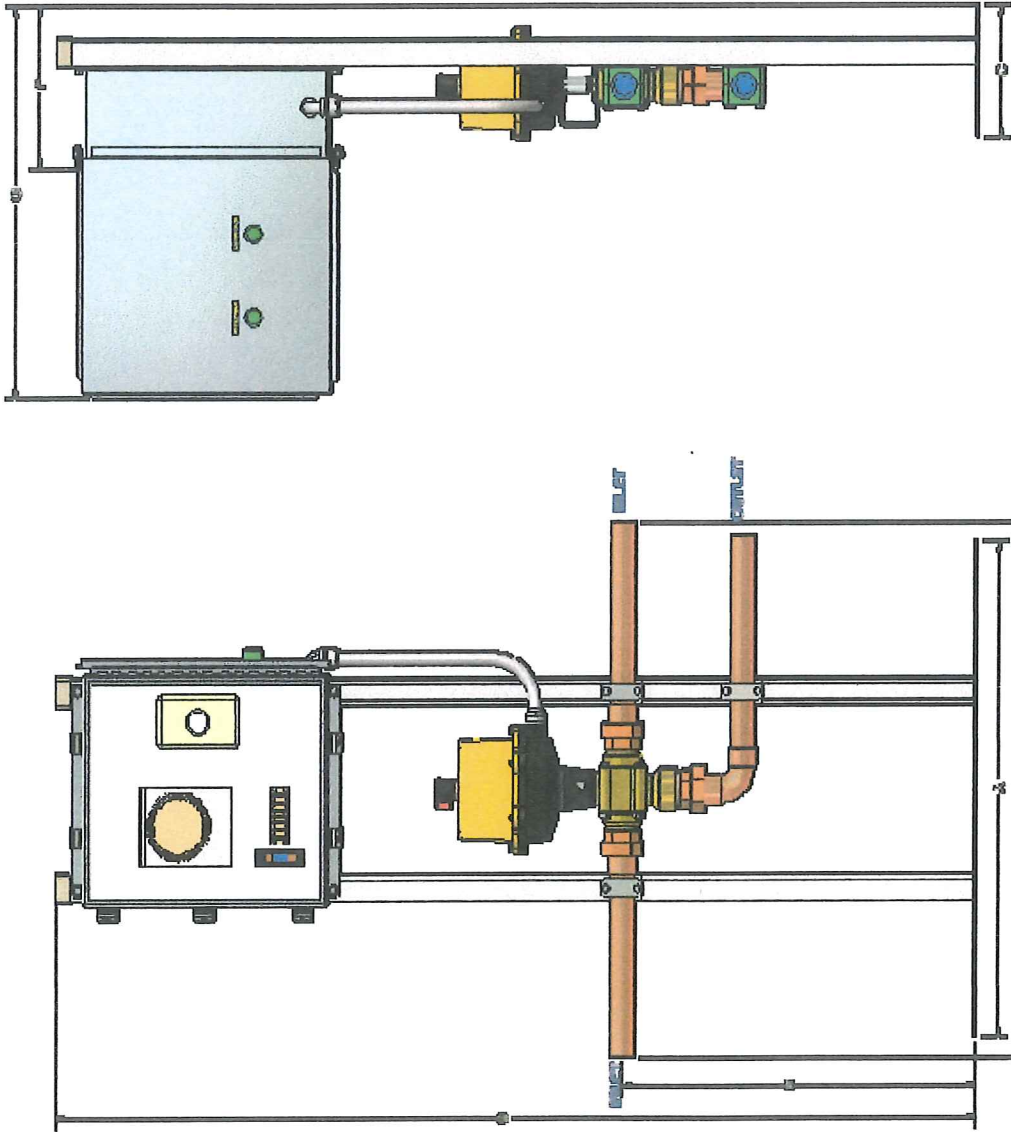
ITEM	QTY.	PART NUMBER	DESCRIPTION
1	1	REG0416, IV-02	1" TYPE IV-42M REGULATOR
2	1	GAUC27-1400B-02	2" X 400B PRESSURE GAUGE
3	2	SAF0608350-02	1/2" X 350B RELIEF
4	1	VAL AP04, 70-101-57	1/4" BRASS BALL VALVE, 1 THREADED
5	1	SAF 0608350-02	1/4" X 350B RELIEF
6	3	VALAP-16,82-05-57	1" BALL VALVE 3 PC
7	1	VALAP08,76-403-57	1/2" 3-WAY VALVE
8	1	STR0016, TH0-B	1" THREADED STRAINER
9	1	VAL G016, B-846H-88S	1" CHECK VALVE, SVT.
10	1	REG04, LP-02	1/2" TEMP PROBE SET -40 DEG F
11	2	STR0504, 02-B-472-15-SC11	1/4" IS MICRON FILTER
12	1	REG004, F7002	1/4" FN BACK PRESSURES REGULATOR
13	1	VALAP16,70-405-63	1" FN END BALL VALVE
14			
15			

NOTES:

1. ALL COMPONENTS SHALL BE CLEAN FOR OXYGEN SERVICE.
2. CONTROL UNIT MUST BE CLEAN FOR OXYGEN SERVICE.
3. ALL CONNECTIONS SHALL BE CAPPED OR PLUGGED.
4. PRESSURE TEST WITH NF NITROGEN.
5. MAX INLET PRESSURE 400 PSI.

Vaporizer Switching Unit by Eleet Cryogenics, Inc. 11132 Industrial Parkway N.W. Bolivar, OH 44612 Ph: 330-874-4009 Fax: 330-874-4371

PART NO.	PIPE SIZE	BASE WIDTH - A	OVERALL HEIGHT - B	BASE DEPTH - C	INLET TO OUTLET WIDTH - D	FLOOR TO CENTER OF INLET - E	DEPTH W/DOOR CLOSED - F	DEPTH W/DOOR OPEN - G
EC16D/T-02	1"	30"	60-1/2"	8"	32-1/4"	23-1/4"	10"	23-3/4"
EC24D/T-02	1-1/2"	30"	60-1/2"	8"	32-1/4"	23-1/4"	10"	23-3/4"
EC32D/T-02	2"	30"	60-1/2"	8"	32-1/4"	23-1/4"	10"	23-3/4"

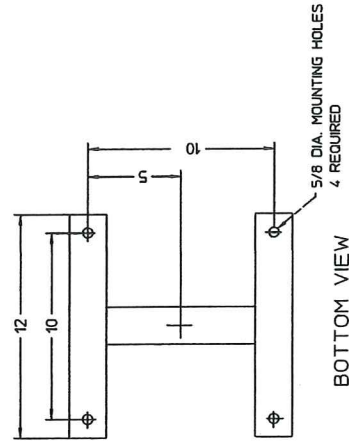
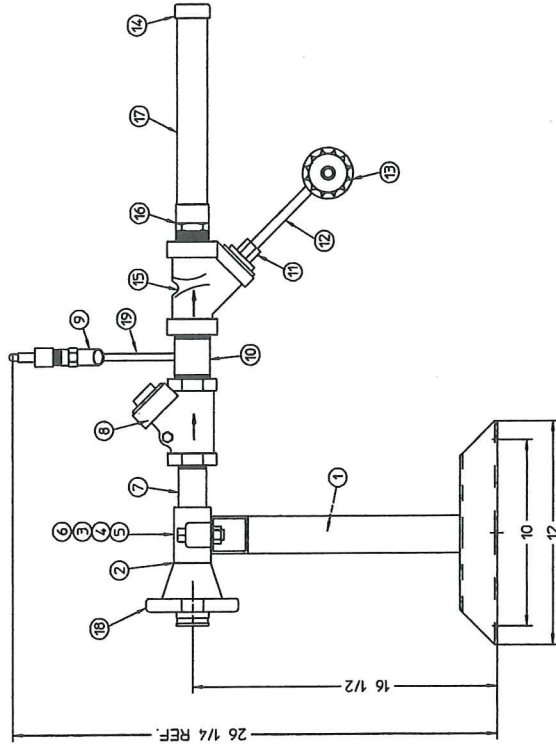


MAXIMUM INLET PRESSURE 400 p.s.i.

# MATERIAL LIST

ITEM	QTY.	PART NUMBER	DESCRIPTION
1	1	ASMSTA FILL	FILL LINE STAND
2	1	CGAME24X02.THD	1-1/2" THREADED FILL CONNECTOR
3	2	Z-ZINUTBR08	1/2" BRASS NUT
4	2	Z-WASHERLOCKSS08	1/2" SS LOCK WASHER
5	2	Z-ZIWASHERFLATSS08	1/2" SS FLAT WASHER
6	2	Z-ZIBOLTSS08X2-1/2	1/2" X 2-1/2" SS BOLT
7	1	NIPSS24X3.0. S80	1-1/2" X 3" SCH 80 SS NIPPLE
8	1	VALMI24. CHK VAL-02	1-1/2" X 300# BRONZE CHECK VALVE
9	1	SAFRE04X350-02	1/4" X 350# LINE RELIEF
10	1	NIPSS24X3.0.S40	1-1/2" X 3" SCH 40 SS NIPPLE
11	1	CONSW12B-12-RB-8	3/4" X 1/2" BRASS BUSHING
12	1	NIPSS08X3.0.S40	1/2" X 3" SCH 40 SS NIPPLE
13	1	VALRE08BK9454	1/2" REGO VALVE
14	1	FITMU24CAP	1-1/2" COPPER CAP
15	1	STRMU24.THD-8	1-1/2" BRONZE STRAINER
16	1	FITMU24XMADPT	1-1/2" COPPER MALE ADAPTOR
17	1 FT	TUBC024K	1-1/2" K-COPPER HARD
18	1	CGAME24X02. PCA	1-1/2" PRESSURE CAP
19	1	ASMSR-SS	3/8" SS RISER TUBE

- NOTES:
1. ALL COMPONENTS SHALL BE CLEAN FOR OXYGEN SERVICE.
  2. PRESSURE TEST WITH NITROGEN .
  3. MAX PRESSURE 400 PSI .
  4. ITEMS 2 AND 18 TO CORRESPOND WITH GAS SERVICE ( OXYGEN SHOWNEN IN MATERIAL LIST )



REVISIONS



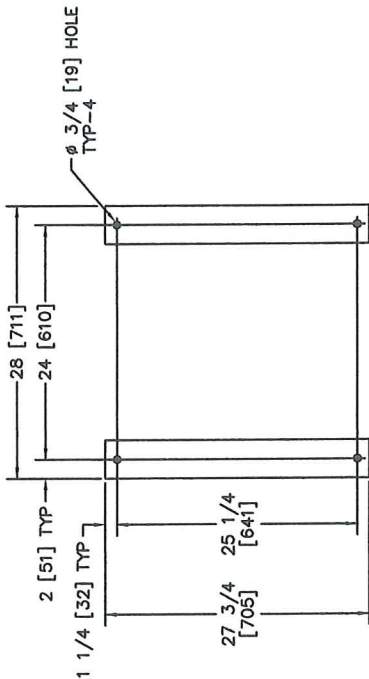
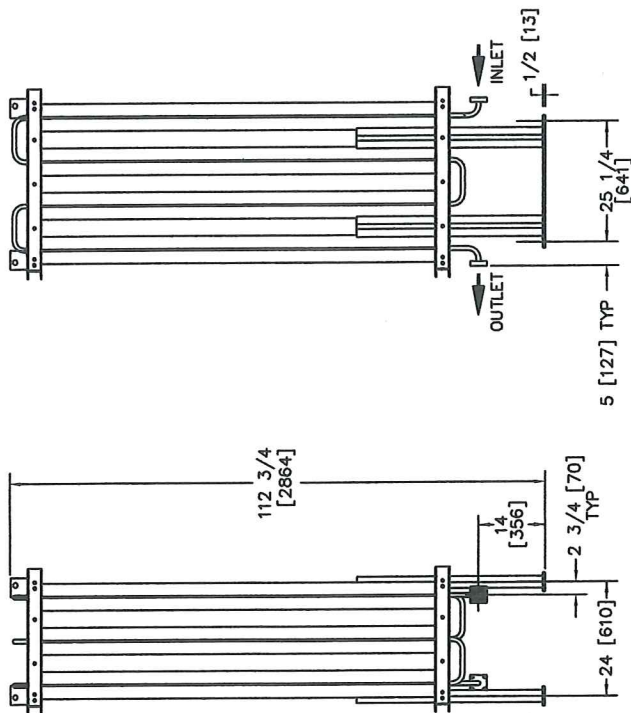
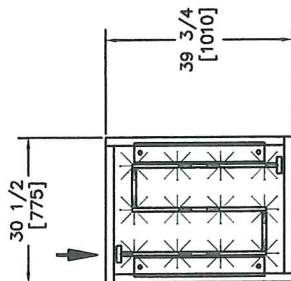
ASMSTA 02 .NI . AR  
LOXLINLAR FILL LINE ASSEMBLY

SCALE 1/2"=1'	JOB NO. FILE	3	DRAWING NO.
DATE 05/01/09	DESIGNED BY		
	CHECKED BY		
	APPROVED BY		
	REV. 10 25 30 40 50 60		
	NO. 70 80 90 00		



SH REV 1 C 4727810

REV	DESCRIPTION	DATE	APPROVED
A	GENERAL REVISIONS	1/16/97	AKH
B	ADDED S.I. UNITS	5/20/97	AKH
C	UPDATE DWG & L/M	11/22/00	DJC



ANCHOR BOLT PATTERN

NOTES:

- DO NOT IMPOSE LOADS ON FLANGES, USE STANDS FOR SUPPORT.
- ALLOW AT LEAST 3 FEET [914] CLEARANCE TO ADJACENT STRUCTURES FOR COLD AIR REMOVAL.
- FOUNDATION SHOULD HAVE PROVISIONS FOR DRAINAGE AND LOW TEMPERATURES.
- SURFACES OF VAPORIZER OPERATE AT LOW TEMPERATURES AND SHOULD BE PROTECTED FROM INADVERTENT TOUCHING.
- INLET & OUTLET CONNECTIONS ARE: 4-BOLT FLANGES.
- APPROXIMATE WEIGHT: 400 LBS [181 KG].
- DIMENSIONS IN BRACKETS [ ] ARE MILLIMETERS UNLESS OTHERWISE NOTED.

THIS IS A PRELIMINARY DESIGN. A PROFESSIONAL ENGINEER MUST REVIEW AND APPROVE THIS DESIGN BEFORE ANY FABRICATION, INSTALLATION, USE AND SHALL BE RESPONSIBLE FOR THE DESIGN. THIS DESIGN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND SHALL BE RESPONSIBLE FOR THE DESIGN.

DO NOT SCALE DRAWING		CONTRACT NUMBER	
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES		SIGNATURES DATE	
TOLERANCES ON		DRAWN AKH 2/8/90	
DECIMALS .X ± .1		CHECK DJC 6/13/91	
FRACTIONS 1/8 ± 1/16		ENGR DJC 6/13/91	
SAVED R278101C.dwg		APPROVED	
PART QTY	NEXT ASST USED ON	SIZE B 7X733	DWG NO 4727810
APPLICATION		SCALE 1/2" = 1'	SHEET 1 OF 1

CRYOQUIP MURRIETA, CA 92562

OUTLINE  
HAI-812-F-7  
AMBIENT VAPORIZER




**DATAONLINE**

# BULK/MICROBULK TANK TELEMETRY

Since 1998 DataOnline has been the global leader in cryogenic bulk tank monitoring. Its M2M solutions help companies around the world optimize logistics efficiency and economics; and most importantly help ensure adequate product inventory and tank operation at customer sites at all times. DataOnline's versatile offering includes:

- **Accurate, dependable, and easy to install monitoring equipment**
- **User-friendly customer interface (DOLV3) to access and manage data, reports, and alerts**
- **24/7 technical support and training**

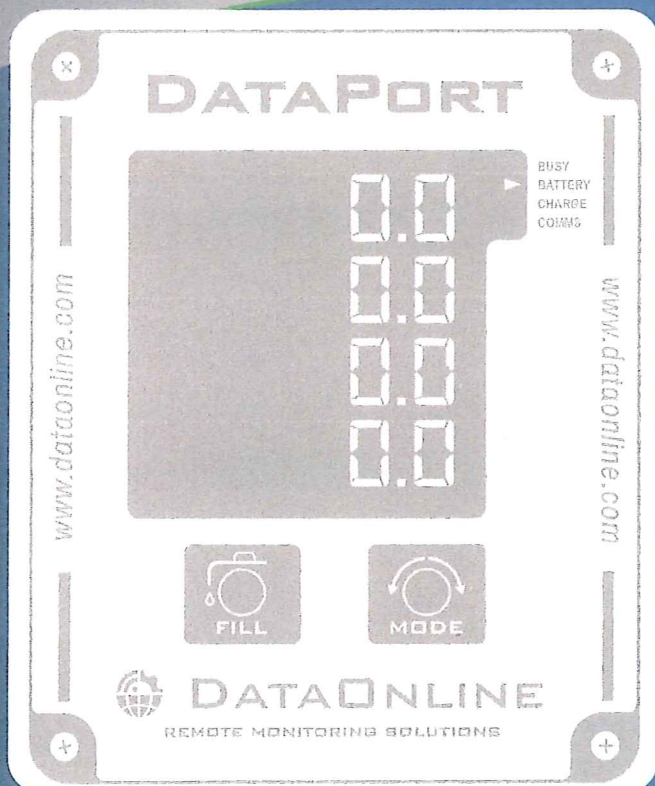
## HORIZONTAL



## MICROBULK AND HOSPITAL RESERVE TANKS



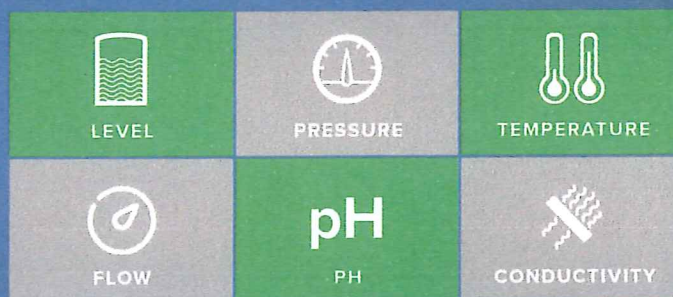
## VERTICAL



## DW900

The DW900 is the work horse of DataOnline's remote monitoring solutions. It provides up to 4 analog input channels accommodating an extensive variety of sensors, such as:

- **Over 200,000 installations worldwide**
- **Efficient low power design options:**
  - Solar, Mains, or Lithium Battery
- **Automatically performs hourly updates to ensure optimal performance and dependability**



And virtually any other sensor

## DOLV3

DOLV3 is DataOnline's global software platform that delivers information from DataPorts connected to assets anywhere in the world. It is comprised of a Global Gateway and high performance database housed at a Tier 1 facility to provide the most reliable M2M services available today.



*A BETTER WORLD, CONNECTED®*




**DATAONLINE**

# BULK/MICROBULK TELEMETRY

Sensors	Ability to accommodate multiple and varied sensors to monitor liquid level, pressure, and various other parameters.
Operation	Default is to collect and log readings hourly and transmit all stored data twice per day; however collection and transmission frequency is fully customizable.
Applications	Variety of solution specific applications, available on demand.
Reports	Configure standard and customizable reports.
Alerts	Extensive alert notification capability.
Maps	Integrated with Google Maps to provide geographical interface and mapping.
Data Sharing	Extensive capabilities to exchange and share data to and from external systems such as SAP.
Gateway	Global Communication Gateway manages communications between DOLV3 and global base of devices.

## SPECIFICATIONS

Communications	<ul style="list-style-type: none"> <li>GSM/LTE (3G/4G LTE SMS GPRS &amp; Iridium Satellite)</li> <li>GPS resolution &lt;5 meters</li> </ul>
Inputs	4 Analog & 2 Digital Inputs
Power Options	<ul style="list-style-type: none"> <li>Solar panel battery charging</li> <li>Mains power 110-240 VAC</li> <li>Primary lithium metal battery power</li> </ul>
Interface	Over The Air Programmable (OTAP)
Dimensions	170mm x 140mm x 95mm (H x W x D)
Material	Polycarbonate body, polyurethane gasket
Temperature	-40 to 80°C
Protection	IP67 NEMA 4

*A BETTER WORLD, CONNECTED®*

### NORTH AMERICA

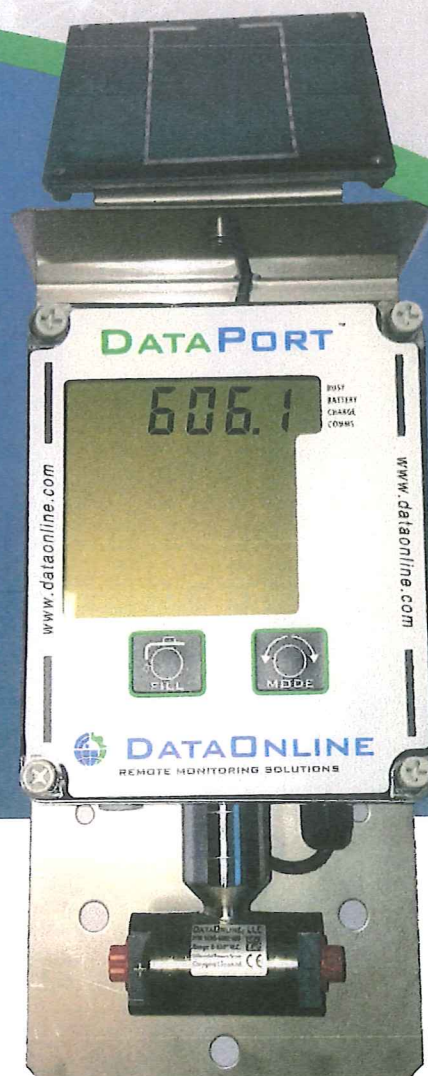
210 South Street  
 New Providence,  
 New Jersey  
 07974, USA  
 P: 1-908-464-2646  
 F: 1-908-464-3891  
[enquiry@dataonline.com](mailto:enquiry@dataonline.com)

### EUROPE

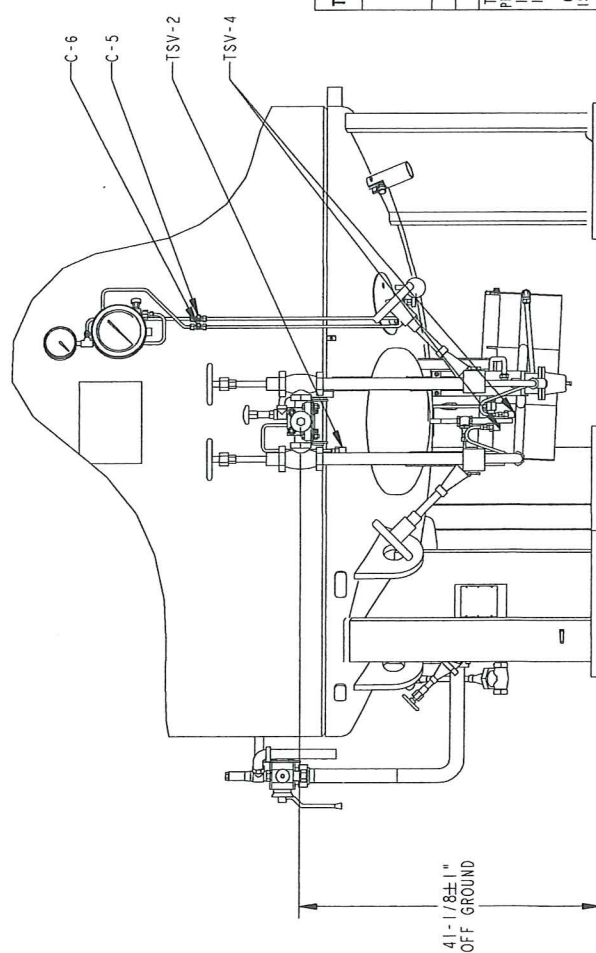
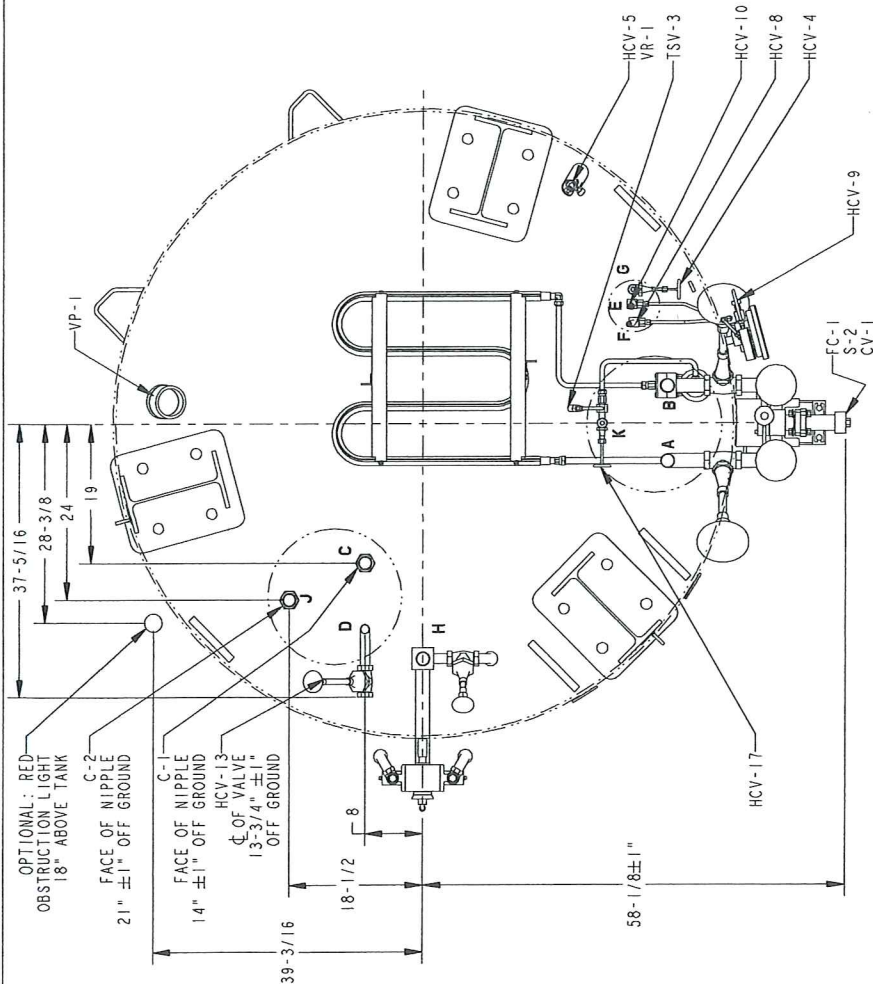
9 Melbourne House  
 Priors Haw Road  
 Corby, Northants  
 NN 175JG, U.K.  
 P: (01536) 264777  
 F: (01536) 264111  
[europa-enquiry@dataonline.com](mailto:europa-enquiry@dataonline.com)

### ASIA


B-5-8 Plaza Mont Kiara,  
 Mont Kiara  
 50480Kuala Lumpur,  
 Malaysia  
 H/P: +60.12.286.0426  
 P: +60.3.6207.1659  
 F: +60.3.5021.9148  
[asia-enquiry@dataonline.com](mailto:asia-enquiry@dataonline.com)







THIS DRAWING PERTAINS TO  
3000/6000 GALLON  
175/250 PSI TANKS

THIRD ANGLE PROJECTION		APPROVED		DATE									
		JSG		1/26/09									
<b>Material Required</b>													
SEE B.O.M. UNLESS OTHERWISE STATED													
<b>VISIT US AT CHARTINDUSTRIES.COM</b>													
<b>OEM PARTS AT CHARTPARTS.COM</b>													
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<p>UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES.</p> <p>TOLERANCES:</p> <p>FRACTIONS <math>\pm 1/2</math></p> <p>ANGLES <math>\pm 1^\circ</math></p> <p>2 PLACE DECIMALS <math>\pm .01</math></p> <p>3 PLACE DECIMALS <math>\pm .001</math></p>													
TITLE		P&ID VS-86"OD		CS-250 TRIGAS		C-14288025		Rev B		DRAWING NUMBER		PART NUMBER	
DISTRIBUTION & STORAGE, NEW PRAGUE OPERATIONS®		INNOVATION. EXPERIENCE. PERFORMANCE®		CHART		DESCRIPTION		BY		DATE		SHEET	
						ADDED OBSTRUCTION LIGHT		JSG		3/01/11		1 OF 2	
						ADDED OPTIONAL COMPONENTS		GJS		10/30/14			
						B -							
						A -							
						REV		ECR NO					
						RC		1/29/09					
						WE. ECR.		KJR		1/26/09			
						WFS.							

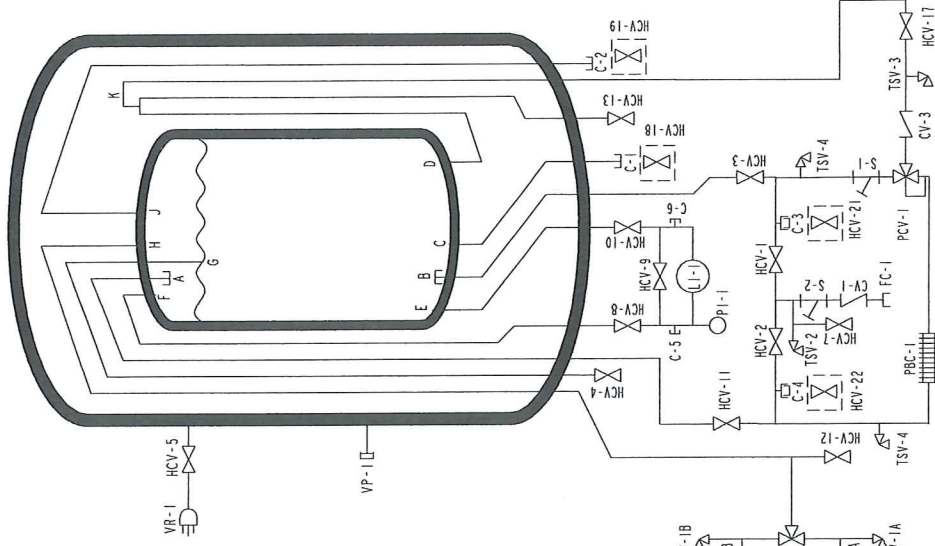


INNER VESSEL LEVEL INDICATOR OPTIONS		
TAG DEFINITION	CHART NO	VENDOR INFORMATION
HCV-9 LI-I EQUALIZATION VALVE	10907239	REGO CMW250A
LI-I INNER VESSEL LEVEL INDICATOR	13541800 13541826	MIDWEST #116 (VS-3000) MIDWEST #116 (VS-6000)
PI-I INR VESSEL PRESS INDICATOR	10700596	NOSHOK #40, 100, 400

PIPING LEGEND			
TAG DEFINITION		CHART NO	VENDOR INFORMATION
C-1	CONNECTION, AUX LIQUID		
C-2	CONNECTION, AUX VAPOR		
C-3	CONNECTION, SECONDARY AUX LIQUID		
C-4	CONNECTION, SECONDARY AUX VAPOR		
C-5	CONNECTION, TELEMETRY (VAPOR)		
C-6	CONNECTION, TELEMETRY (LIQUID)		
CV-1	FILL LINE CHECK VALVE	11905471	REGO #TCV8512 R
CV-3	ECONOMIZER CHECK VALVE		AW CASH
		10821005	CGA LIN (ACCESSORY NUMBER)
FC-1	FILL CONNECTION	10821013	CGA LOX (ACCESSORY NUMBER)
HCV-1	BOTTOM FILL VALVE	10821021	CGA LAR (ACCESSORY NUMBER)
HCV-2	TOP FILL VALVE	11905471	REGO #BKAB8412S
HCV-3	PB INLET VALVE	11905471	REGO #BKAB8412S
HCV-4	FULL TRYCOCK VALVE	11905471	REGO #BK9412T
HCV-5	VACUUM GAUGE TUBE VALVE	11368257	REGO #BK9453FAB
HCV-7	FILL LINE DRAIN VALVE	10482381	HOKE 4111L2B
HCV-8	LI-1 VAPOR PHASE VALVE	11905471	REGO #BK9450
HCV-10	LI-1 LIQUID PHASE VALVE	10907239	REGO #CWM250A
HCV-11	PB OUTLET VALVE	10907239	REGO #CWM250A
HCV-12	VAPOR VENT VALVE	11905471	REGO #BK9412T
HCV-13	PRODUCT SUPPLY VALVE	14121858	REGO #BK8408
HCV-15	SAFETY RELIEF SELECTOR VALVE	11368273	REGO #BK9408
HCV-17	ECONOMIZER ISOLATION VALVE	11492186	HEROSE #06510.3260.6037
PBC-1	PRESSURE BUILD COIL	11368265	REGO #BK9450
PCV-1	PRESS CONTROL VALVE	11656558	CHART SUPPLIED
PSE-1A	PRESSURE SAFETY ELEMENT, INNER	11490631	CASH ACME VALVE #21650-0120
PSE-1B	PRESSURE SAFETY ELEMENT, INNER	11509291	CONTINENTAL OR BS&B (263 PS1)
PSV-1A	PRESSURE SAFETY VALVE, INNER	11509304	CONTINENTAL OR BS&B (375 PS1)
PSV-1B	PRESSURE SAFETY VALVE, INNER	11494827	HEROSE #06388-1008-6044 (175)
S-1	STRAINER, PRESSURE BUILDING	11494835	HEROSE #06388-1008-6046 (250)
S-2	STRAINER, FILL	11905471	UNITED BRASS 600# WOG
TSV-2	FILL LINE THERMAL RELIEF	11905471	REGO FILL STRAINER
TSV-3	ECONOMIZER THERMAL RELIEF VALVE	1810802	REGO #PRV9432T400
TSV-4	PB CIRCUIT THERMAL RELIEF VALVE (2)	1810802	REGO #PRV9432T400
VP-1	VACUUM PORT	10826172	CHART SUPPLIED
VR-1	VACUUM READOUT	4210049	FREDRICKS MODEL 2A PART 2100-10-2A
OPTIONAL ITEMS			
	FLIGHT OBSTRUCTION LIGHT	15069300	FLIGHT LIGHT INC MODEL #HW-181MED-DM-120A-SB4
HCV-18	AUX LIQUID VALVE		1" FPT MNT
HCV-19	AUX VAPOR VALVE		PER ORDER
HCV-21	SEC AUX LIQUID VALVE		PER ORDER
HCV-22	SEC AUX VAPOR VALVE		PER ORDER

INTERNAL LINE SIZES		
A	1-1/2" PS	TOP FILL
B	1-1/2" PS	BOTTOM FILL
C	1-1/2" PS	AUX. LIQUID
D	1" PS	GAS USE
E	1/2" OD	LOWER LIQ. LEVEL
F	3/8" OD	UPPER LIQ. LEVEL
G	5/8" OD	FULL TRYCOCK
H	1-1/2" PS	VENT
J	1-1/2" PS	AUX VAPOR
K	5/8" OD	ECONOMIZER

### OPTIONAL ITEMS



<p> <b>VISIT US AT CHARTINDUSTRIES.COM</b>  <b>OSM PARTS AT CHARTPARTS.COM</b> </p>	<p> <b>APPROVED</b>  <b>JSG</b> </p>	<p> <b>DATE</b>  <b>1/26/09</b> </p>	<p> <b>Distribution &amp; Storage, New Prague Operations</b>  <b>Innovation, Experience, Performance.®</b> </p>
<p> <b>CHART</b> </p>			
<p> <b>TITLE</b>  <b>P&amp;ID VS-86°OD</b>  <b>CS-250 TRIGAS</b> </p>			
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<p> <b>DRAWING NUMBER</b>  <b>C-14288025</b> </p>		<p> <b>Rev B</b> </p>	
<p> <b>SCALE</b>  <b>3/320" = 1"</b> </p>		<p> <b>PART NUMBER</b>  <b>142888025</b> </p>	
		<p> <b>SHEET</b>  <b>2 OF 2</b> </p>	

INNER VESSEL DESIGN DATA				
Model:	VS-3000 THRU 6000			
MAWP:	PSIG	17.5	250	400
	bar g	12.07	17.24	27.58
DESIGN PRESSURE	PSIG	206.3	281.3	431.3
	bar g	14.23	19.39	29.74
CODE COMPLIANCE:		ASME CODE CASE 2596		
DESIGN TEMPERATURE	°F	-320° TO 120°		
	°C	-196° TO 49°		
MATERIAL OF CONSTRUCTION:	SA240 304 STAINLESS STEEL			
OUTER VESSEL DATA				
CODE COMPLIANCE:	FULL VACUUM PER CGA-341			
DESIGN TEMPERATURE	°F	-20° TO 300°		
	°C	-29° TO 149°		
MATERIAL OF CONSTRUCTION:	A36 CARBON STEEL			
INSULATION TYPE:	VACUUM AND MULTILAYER INSULATION			
EVACUATION CONNECTION:	3-1/2" PUMPOUT PORT			
VACUUM GAUGE CONNECTION:	HASTINGS DV6R			
BUILDING CODE:				
DESIGNED FOR CURRENT BUILDING CODE				
SEE CHART POLICY #NP-180				

## FOOT PAD HOLE LAYOUT

TANK HEIGHT	
MODEL	DIM "A" REF
VS-3000	228 [5791]
VS-6000	383 [9728]

[illegible]

INIM



## REFERENCES

### RFQ - LOX TANK, EQUIPMENT/SYSTEM INSTALL, LOX SUPPLY AND REPAIR/MAINTENANCE SERVICES

Bidder Name: Matheson Tri-Gas, Inc.

Bidder must provide a minimum of three references.

Company Name: <u>Helix Water Dist</u>	Contact Person: <u>Tammy Pearce</u>
Address: <u>9550 Lake Jennings Park</u>	Telephone Number: <u>619-744-3843</u>
City, State, Zip: <u>Lakeside, CA, 92048</u>	E-mail Address: <u>tammy.pearce@helixwater.org</u>
Services Provided / Date(s) of Service:	

Water District

Company Name: <u>West Basin Muni</u>	Contact Person: <u>Stephanie O'Leary</u>
Address: <u>17145 Avalon Carson CA 90746</u>	Telephone Number: <u>310-666-6203</u>
City, State, Zip: <u>Carson, CA</u>	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name: <u>Calleguas Muni Water</u>	Contact Person: <u>Tricia Ferguson</u>
Address: <u>2100 E Olson</u>	Telephone Number: <u>805-405-3811</u>
City, State, Zip: <u>Thousand Oaks, CA</u>	E-mail Address: <u>Tferguson@calleguas.com</u>
Services Provided / Date(s) of Service: <u>91360</u>	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFQ No. S41 - LOX TANK, EQUIPMENT/SYSTEM INSTALL, LOX SUPPLY AND REPAIR/MAINTENANCE SERVICES

Bidder Name:

Matheson Tri-Gas, Inc.

(1) List below requests for clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ Documents, and submit with bidder's RFQ response. The City is under no obligation to accept any exceptions and such exceptions may be a basis for RFQ response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

\*Print additional pages as necessary

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL  
ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE  
CERTIFICATIONS WHICH ARE A PART OF THIS BID)*

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Matheson Tri-Gas, Inc., proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not X, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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# NSF International

RECOGNIZES

MATHESON TRI-GAS, INC.

Facility: VERNON, CA

AS COMPLYING WITH NSF/ANSI 60 AND ALL APPLICABLE REQUIREMENTS.  
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December 23, 2009  
Certificate# C0039083 - 01

David Purkiss, General Manager  
Water Distribution Systems



CALIFORNIA STATE BOARD OF EQUALIZATION

**CONSOLIDATED SELLER'S PERMIT**

**THIS PERMIT DOES NOT AUTHORIZE RETAIL SALES**



CONSOLIDATED ACCOUNT NUMBER

7/1/1999 SR Z OHB 97-583643

MATHESON TRI-GAS INC.  
150 ALLEN RD  
BASKING RIDGE, NJ 07920-2977

**NOTICE TO PERMITTEE:**  
*You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO RULES AND REGULATIONS OF THE BOARD TO FILE CONSOLIDATED SALES AND USE TAX RETURNS UNDER THE ABOVE CONSOLIDATED ACCOUNT NUMBER

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

**For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).  
For information on your rights, contact the Taxpayers' Rights Advocate office at 1-888-324-2798 or 1-916-324-2798.**

BOE-442-M REV. 13 (11-14)

**A MESSAGE TO OUR NEW PERMIT HOLDER**

**As the holder of a Consolidated Seller's Permit, each of your selling locations will receive a Seller's Permit authorizing sales of tangible personal property at that location.**

**As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:**

- Visiting our website at [www.boe.ca.gov](http://www.boe.ca.gov)
- Visiting a field office
- Attending a Basic Sales and Use Tax Law class offered at one of our field offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

**As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,**

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California State Board of Equalization (BOE)
- You are responsible for following the regulations set forth by the BOE

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a BOE representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a BOE office, or giving it to a BOE representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the BOE, please contact the Taxpayers' Rights Advocate office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

**Please post this permit at the address for which it was issued and at a location visible to your customers.**

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

CONTRACTOR shall indemnify, save, keep, and hold harmless OWNER, CONSULTANT, and each of their respective officers, agents, and employees against any and all claims, demands, causes of action, damages (including damages to OWNER's property), costs, or liabilities (including cost of liabilities of OWNER's employees), in law or equity, of every kind or nature whatsoever, directly or proximately caused by the performance of the contract, whether such performance is by CONTRACTOR, his subcontractor, or anyone directly or indirectly employed by him. CONTRACTOR shall, at his sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted by third parties against OWNER, CONSULTANT, and of their officers or employees on any such claim, demand, or other legal proceedings. OWNER will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in CONTRACTOR's bid.

#### **1.1 Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1.1.1 Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office commercial General Liability coverage ("occurrence" form CG0001).
- 1.1.2 Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, Code 1 "any auto," and endorsement CA 0025.
- 1.1.3 Worker's Compensation as required by the Labor Code of the State of California, and Employer's Liability Insurance.



## **1.2 Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

- 1.2.1 General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2.2 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 1.2.3 Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

## **1.3 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by OWNER and CONSULTANT. At the option of OWNER and CONSULTANT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER, CONSULTANT, and each of their officers, officials, employees, and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

## **1.4 Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

### **1.4.1 General Liability and Automobile Coverage**

- (a) OWNER, CONSULTANT, and each of their officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to OWNER, CONSULTANT, and each of their officers, officials, employees, or volunteers.
- (b) CONTRACTOR's insurance coverage shall be primary insurance as respects OWNER, CONSULTANT, and each of their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by OWNER, CONSULTANT, and each of their officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

- (c) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to OWNER, CONSULTANT, and each of their officers, officials, employees, or volunteers.
- (d) CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### 1.4.2 Worker's Compensation and Employer's Liability Coverages

The insurer shall agree to waive all rights of subrogation against OWNER, CONSULTANT, and each of their officers, officials, employees, and volunteers for losses arising from work performed by CONTRACTOR for OWNER.

#### 1.4.3 All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, revoked, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by **Certified Mail Return Receipt Requested**, has been given to OWNER and CONSULTANT.

### 1.5 Acceptability of Insurers

Insurance shall be placed with insurers with a Best's rating of no less than A:VII.

### 1.6 Verification of Coverage

CONTRACTOR shall furnish OWNER with certificates of insurance and with original endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by OWNER (see the end of the *Bid Conditions* section of these documents). Where, by statute, OWNER's Workers' Compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by OWNER before work commences. OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

### 1.7 Subcontractors

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**Exhibit C**  
**GENERAL REQUIREMENTS**  
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### 1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a. "Change Order" A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the City. An executed Change Order is a Change Order signed by both the City and the Contractor.
- b. "Contract" means the agreement between the City and Contractor as memorialized in the Contract Documents.
- c. "Business Entity" means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. "Buyer" means the City's authorized contracting official.
- e. "Contract Documents" comprise the entire agreement between the City and the Contractor and can include the City's contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and City approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor's proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents  

That is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. "Contractor" means the Business Entity with whom the City enters into a contractual agreement. Contractor shall be synonymous with "supplier", "vendor", "consultant" or other similar term.
- g. "Day" unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. "City" means the City of Lemoore, its employees acting within the scope of their authority, and its authorized representatives.
- i. "Goods" means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. "Project Manager" shall be the City designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor's performance under the Contract with the City, and for liaison and coordination between the City and Contractor.
- k. "Work" means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor's obligations as required in the Contract Documents

- I. "Work Day" Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and City holidays.

## 2. BOND

- a. When required in the City's bid or proposal solicitation document the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer as listed on \_\_\_\_\_ website admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the City, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the City, are or become irresponsible, the City may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the City within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten- day period, the Contract may be terminated for cause under Article 18.

## 3. CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract

## 4. SAMPLES OR SPECIMENS

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

## 5. MATERIAL AND WORKMANSHIP

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the City may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the City, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager.



Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

6. DEFECTIVE WORK

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor and its sureties shall be liable therefore.

7. WARRANTY OF TITLE

Contractor shall warrant to the City, its successors and assigns, that the title to the materials, supplies or equipment covered by the Contract, when delivered to the City or to its successors or assigns, is free from all liens and encumbrances

8. WARRANTY OF FITNESS

Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship; and perform satisfactorily. It is understood and agreed that by acceptance of this warranty and the acceptance of the materials or supplies to be manufactured or assembled pursuant to these specifications, the City does not waive any warranty either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

9. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on City premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the City may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to preclude in accordance with the default provisions of the Contract Documents.

10. CHARACTER OF WORKFORCE

The Contractor shall employ none but skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see [www.dir.ca.gov](http://www.dir.ca.gov) for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the City has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the City and available for inspection by any interested party at [www.dir.ca.gov](http://www.dir.ca.gov).
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations (DIR).
- i. The Contractor shall, as a penalty to the State or the City, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage



rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.

- j. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

## 12. PAYROLL RECORDS & ELECTRONIC SUBMISSION

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.
- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Engineer. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the



Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.

- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the City, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnode.html>.

### 13. HOURS OF LABOR

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the City, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record

shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Standards Enforcement of the State of California.

#### 14. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

#### 15. CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the City. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The City reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal



from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.

d.

If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the City or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the City will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

## 16. EFFECT OF EXTENSIONS OF TIME

The granting, or acceptance, of extensions of time to complete the Work or furnish the

labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

## 17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.
- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the City, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures) the Project Manager will grant the Contractor an extension of the time to perform under the Contract, and may grant compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the excusable delay.
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the City or by causes within the exclusive control of the City, and which were not concurrent with any other



type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and the Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.

- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
  - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
  - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## 18. TERMINATION

### a. Termination by the City for Cause:

- i. City may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
  - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
  - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  - 3. A receiver is appointed to take charge of the Contractor's property.
  - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
  - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
  - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the City.
  - 7. The Contractor fails to provide the City with a written plan to cure a City identified default within five business days after the City's request

for a plan to cure; the City does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.

- 8 The Contractor abandons the Work. Abandonment is conclusively presumed when the City requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the City's request.
- 9 The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
- 10 The Contractor is in default of any other material obligation under the Contract Documents.

ii. If any of the above events occur, the City may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the City within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

iii. Upon any of the occurrences referred to in Article 18.a.i. above, the City may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the City may deem expedient. If requested by the City, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the City may remove or store, and after 90 days sell, any of the same at the Contractor's expense.

iv. No termination or action taken by the City after termination shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents.

v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the City for Convenience:

- i. The City may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees

to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the City shall pay the Contractor as set forth below.

- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
  - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
  - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
  - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
  - 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the City will pay to the Contractor the sum of the following:
  - 1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
  - 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
  - 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
  - 4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.



- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the City because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

## 19. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

## 20. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
  - i. Approved Change Orders.
  - ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.
  - v. Contractor's Response Packet
- b. With reference to drawings:
  - i. Numerical dimensions govern over scaled dimensions.
  - ii. Detailed drawings govern over general drawings.
  - iii. Addenda/Change Order drawings govern over contract drawings.
  - iv. Contract drawings govern over standard drawings.



- v. Notes apply only to the drawing where the notes appear, unless classified as "typical" or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
- vi. Typical details apply to all drawings unless a specific different detail is shown

21. INDEMNIFICATION/RESPONSIBILITY

- a. Contractor shall indemnify, keep and save harmless the City and each of its council, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
  - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
  - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the City or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.
- c. This indemnification shall survive termination or expiration of the Contract.

22. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

23. NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to the City, or use any logos, images, or photographs of the City for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the City's prior written consent. Such written consent shall not be required for the inclusion of the City's name on a customer list.

24. TRANSFER OF INTEREST

Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract obligations without prior written consent from the City.

25. SEVERABILITY

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

26. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the City shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the City in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

27. RIGHTS AND REMEDIES OF THE CITY

The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. WAIVER OF RIGHTS

Any action or inaction by the City or the failure of the City on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the City of its rights and shall not prevent the City from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the City may have at law or in equity.

29. CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the City's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the City. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.

## **EXHIBIT D**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE**

#### **1-8A-8: PREFERENCE FOR LOCAL VENDORS:**

A. The use of vendors who have a fixed business location within the city limits provides certain benefits to the city and its citizens, including, without limitation, the following:

1. Receipt of sales tax revenue from sales made within the city limits;
2. Cost savings resulting from local maintenance, repair, pickup and delivery; and
3. Use of the local labor force.

Therefore, except in public works projects or other projects where the city is required to award a bid or contract to the lowest bidder, and notwithstanding anything to the contrary in this article, the city may allow the following preferences to vendors having a fixed business location within the city limits. In instances where a local vendor and a nonlocal vendor submit equivalent lowest responsible bids, the city shall give preference to the local vendor having a fixed business location and a valid business license within the city limits. If the city receives two (2) or more bids/quotations with all factors being equal except price, an allowance adjustment of up to five percent (5%) of the quoted price may be afforded to the local vendor having a fixed business location and a valid business license within the city limits and such local vendor may be determined the lowest bidder and the city may award the contract to such local vendor. (Ord. 2016-05, 6-21-2016)



**"SAMPLE" AGREEMENT**

THIS AGREEMENT, entered into by and between \_\_\_\_\_  
hereinafter referred to as "Contractor", and the City of Lemoore, hereinafter referred to as "the City;"

**WITNESSETH:**

WHEREAS, the City Council of said City has awarded a contract in the amount of \$ \_\_\_\_\_  
for performing the work AND \$ \_\_\_\_\_ for the annual supply and repair/maintenance of LOX oxygen  
supply and equipment hereinafter mentioned in accordance with the sealed bid of said Contractor.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**A. SCOPE OF WORK**

The Contractor shall perform all the work, and furnish all the labor, materials, equipment, and all utility and transportation services required to complete all of the work of construction and installation of the improvements at the time and in the manner provided in accordance with the Plans, Bid, Special Provisions, Contract Documents, and Specifications for the **LIQUID OXYGEN (LOX) SUPPLY, EQUIPMENT AND MAINTENANCE at Two City Well Sites (S7 and S11) with** in the City of Lemoore and the County of Kings for the City of Lemoore, the items, quantities, services, and compensation for which are set forth in the Contractor's bid therefore on file in the office of the City Manager of said City, and which by reference are made a part of this agreement.

**B. COMPONENT PARTS**

This Contract shall consist of the following documents, each of which is on file in the office of the City Manager of said City, and all of which are incorporated herein and made a part hereof by reference:

1. This agreement
2. Notice Inviting Sealed Bids
3. Accepted Bid Proposal
4. Specifications
5. Performance Bond
6. Labor and Materials Bond
7. Certification of compliance with State Labor Code Section 3700
8. Plans, Profiles, Detailed Drawings, Specifications, Special Provisions, and any Modifications to aforesaid prior to execution of this agreement.

## PERFORMANCE BOND (100% OF CONTRACT PRICE)

KNOWN ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
\_\_\_\_\_, as Principal, and \_\_\_\_\_,  
as Surety are hereby held and firmly bound unto the City of Lemoore as Owner in the penal sum of \_\_\_\_\_,  
for the payment  
of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

WHEREAS, the City Council of the City of Lemoore, at its regular meeting of \_\_\_\_\_  
has awarded to Principal a contract for the **LOX SUPPLY, EQUIPMENT, INSTALL AND  
MAINTENANCE** in the City of Lemoore for the City of Lemoore, and,

WHEREAS, said Principal is required under the terms of said contract to provide a bond for the faithful  
performance of said contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bonded  
Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and  
abide by, and will truly keep and perform the covenants, conditions and agreements in said contract and  
any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time of  
the contract and during a one-year warranty period and in the manner therein specified, and in all respects  
according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers,  
and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain  
in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and  
its bond shall in no way be impaired or affected by any extension of time within which the City may accept  
such bid; and said Surety does hereby waive notice of any such extension.

PERFORMANCE BOND, PAGE TWO

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by corporate officers, to three (3) identical counterparts, each of which shall for all purposes be deemed an original thereof, the day and year first set forth below.

Executed on \_\_\_\_\_, 20

\_\_\_\_\_  
*Principal*

*(Seal if Corporation)*

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

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

*(Attach Acknowledgement of Authorized Representative of Principal)*

Any claims under this bond may be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(name and address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(name and address of Surety's agent for services and  
process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
(telephone number of Surety's agent  
in California, if different from above)

*(Attach Acknowledgement)*

\_\_\_\_\_  
*Surety*

\_\_\_\_\_  
*Attorney-in-Fact*

<p><b>NOTICE:</b> No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service and process in California. Certified copy of Power of Attorney must be attached.</p>
--

**LABOR AND MATERIALS BOND**  
**(100% OF CONTRACT PRICE)**

KNOWN ALL MEN BY THESE PRESENTS, that

as Principal, and \_\_\_\_\_, as Surety  
are hereby held and firmly bound unto the City of Lemoore as Owner in the penal sum of  
\_\_\_\_\_, for the payment  
of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

WHEREAS, the City Council of the City of Lemoore, at its regular meeting of \_\_\_\_\_ has  
awarded to Principal a contract for the **LIQUID OXYGEN (LOX) SUPPLY, EQUIPMENT AND  
MAINTENANCE** in the City of Lemoore for the City of Lemoore, and,

WHEREAS, said Principal is required under the terms of said contract to provide a bond for the faithful  
performance of said contract.

NOW THEREFORE, the condition of this obligation is such, that if the above-bonded Principal and all  
subcontractors to whom any portion of the work provided for in said contract is sublet, his or its heirs,  
executors, administrators, successors, or assigns, shall promptly make payment for all labor performed and  
services rendered and materials furnished in the performance of the work provided for in said contract, then  
the above obligation shall be null and void; otherwise to remain in full force and virtue. PROVIDED,  
however, that this bond is subject to the following conditions and limitations:

- a. All persons who have performed labor or rendered services or furnished materials as aforesaid shall  
have a direct right of action against the Principal and Surety on this bond, which right of action  
shall be asserted in proceedings instituted in the State in which labor was performed or services  
rendered or materials furnished (or where labor has been performed or services rendered or  
materials furnished in more than one state, then in any such state). Insofar as permitted by the laws  
of such state, such right of action shall be asserted in a proceeding instituted in the name of the  
Obligee to the use and benefit of the person instituting such action and of all other persons having  
claims hereunder, and any other person having a claim hereunder shall have the right to be made a  
part of such proceedings (but not later than six months and ninety days after the complete performance  
of said contract and final settlement thereof) and to have such claim adjudicated in said action and  
judgment rendered thereon.
- b. The Surety shall not be liable hereunder for any damages recoverable under any worker's  
compensation or employer's liability statute.
- c. In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to  
any suit, action, or proceeding thereof, and the alteration or addition to the terms of the contract, or  
to the work to be performed there under or the Specifications accompanying the same shall not in  
any way affect its obligations of this bond, and it does hereby waive notice of any such change,  
extension of time, alteration, or addition to the terms of the contract, or the work or the  
Specifications.



LABOR AND MATERIALS BOND, PAGE TWO

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by corporate officers, to three (3) identical counterparts, each of which shall for all purposes be deemed an original thereof, the day and year first set forth below.

Executed on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Principal*

(Seal if Corporation)

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

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

(Attach Acknowledgement of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(name and address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(name and address of Surety's agent for services and process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
(telephone number of Surety's agent in California, if different from above)

(Attach Acknowledgement)

\_\_\_\_\_  
*Surety*

\_\_\_\_\_  
*Attorney-in-Fact*

**NOTICE:** No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service and process in California. Certified copy of Power of Attorney must be attached.



**CERTIFICATE OF INSURANCE**  
**TO**  
**CITY OF LEMOORE**  
**Lemoore, California**

Only this Certificate  
of Insurance Form  
will be Accepted

This certifies to the City that the following described policies have been issued to the insured named below and are in force at this time.

Insured \_\_\_\_\_

Address \_\_\_\_\_

Description of operations/locations/products insured (show contract name and/or number, if any) \_\_\_\_\_

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRATION DATE
<b>°WORKERS COMPENSATION</b> <hr/> (Insurer) Best's Rating _____	Employers Liability \$ _____		
<b>°GENERAL LIABILITY</b> Check Policy Type: <input type="checkbox"/> Comprehensive Or <input type="checkbox"/> Commercial Check Coverage Type: <input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence" <hr/> (Insurer) Best's Rating _____	Comprehensive General Liability Each Occurrence \$ _____ Aggregate \$ _____ <hr/> Commercial General Liability Each Occurrence \$ _____ General Aggregate, either: per project/location \$ _____ -or- twice occurrence limit \$ _____		
<b>°BUSINESS AUTO POLICY</b> Liability Coverage Symbol _____ <hr/> (Insurer) Best's Rating _____	Each Person \$ _____ Each Accident \$ _____ Each Accident, Property Damage \$ _____ -or- Combine Single Limit \$ _____		
<b>°UMBRELLA LIABILITY</b> Check Coverage Type: <input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence" <hr/> (Insurer) Best's Rating _____	Occurrence/Aggregate \$ _____ Self-Insured Retention \$ _____		

NOTE: If commercial general liability insurance is used or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project or the aggregate limit must be at least twice the occurrence limit.

THE FOLLOWING ARE IN EFFECT:	Yes	NO
The City, the Director, their officials, officers, employees, and volunteers are named on all liability policies described above as Insured as respect: (a) activities performed for the City by or on behalf of the named Insured, (b) products and completed operations of the Named Insured, and (c) any premises owned, leased, or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage of limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A,B and C		
Broad Form Property Damage		
X, C, U Hazards Included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the City, the Director, their officials, officers employees, and volunteers as Insured applies primary and not excess or contributing to any insurance issued in the name of the City.		
Waiver of Subrogation from Worker's Compensation insurer.		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, condition, of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

_____ <i>Insurance Agency or Brokerage</i>			_____ <i>Insurance Company</i>	
_____ <i>Address</i>			_____ <i>Home Office</i>	
_____ <i>City</i>	_____ <i>State</i>	_____ <i>Zip</i>	_____ <i>Authorized Signature</i>	_____ <i>Date</i>
_____ <i>Name of Person to be contacted</i>			Note: Authorized signature may be agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.	
_____ <i>Telephone</i>				

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY  
SPECIAL ENDORSEMENT  
FOR CITY OF LEMOORE (the "Entity")**

**SUBMIT IN TRIPLICATE**

ENDORSEMENT NO.

ISSUE DATE (MMDDYY)

PRODUCER

Telephone

**POLICY INFORMATION:**

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

**OTHER PROVISIONS**

NAMED INSURED

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name:

Address:

Telephone:

( )

**EMPLOYER'S LIABILITY LIMITS**

\$ (Each Accident)

\$ (Disease - Policy Limit)

\$ (Disease - Each Employee)

In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. This insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the Entity, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

ENTITY

**CITY OF LEMOORE  
711 W. CINNAMON DRIVE  
LEMOORE, CA 93245**

Attention: City Manager

AUTHORIZED ☐ Broker/Agent ☐ Underwriter ☐

**REPRESENTATIVE**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.

**Signature**

\_\_\_\_\_  
(original signature required)

Telephone ( )

Date Signed

**GENERAL LIABILITY SPECIAL ENDORSEMENT  
FOR CITY OF LEMOORE (the "Entity")**

**SUBMIT IN TRIPLICATE**

ENDORSEMENT NO.

ISSUE DATE (MMDDYY)

PRODUCER

**POLICY INFORMATION:**

Insurance Company:

Policy No.:

Policy Permit: (from) (to)

☐ Deductible ☐ Self-Insured Retention (check which) of \$

NAMED INSURED

**APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here ☐ in which case only the following specific agreements and permits with the Entity are covered:  
**ENTITY AGREEMENTS/PERMITS**

TYPE OF INSURANCE

LIMIT OF LIABILITY

OTHER PROVISIONS

\$\_\_\_\_\_ per accident, for bodily injury and property damage.  
LOSS ADJUSTMENT EXPENSE ☐ INCLUDED IN LIMITS  
☐ IN ADDITION TO LIMITS

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

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

Address: \_\_\_\_\_

Telephone: ( )

In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **INSURED.** The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy (a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **CANCELLATION NOTICE.** With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
4. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 (Ed. 11/88); or
  - (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

ENTITY

**CITY OF LEMOORE  
711 W. CINNAMON DRIVE  
LEMOORE, CA 93245**

**Attention: City Manager**

**AUTHORIZED REPRESENTATIVE** ☐ Broker/Agent ☐ Underwriter ☐ \_\_\_\_\_

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.

**Signature**

\_\_\_\_\_  
(original signature required)

Telephone ( )

Date Signed



**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT  
FOR CITY OF LEMOORE (the "Entity")**

**SUBMIT IN TRIPLICATE**

ENDORSEMENT NO.

ISSUE DATE (MMDDYY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

☐ Deductible ☐ Self-Insured Retention (check which) of \$

NAMED INSURED

APPLICABILITY, This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here ☐ in which case only the following specific agreements and permits with the Entity are covered:  
ENTITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ Commercial Auto Policy

☐ Business Auto Policy

☐ Other

OTHER PROVISIONS

LIMIT OF LIABILITY

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name:

Address:

Telephone: ( )

\$ per accident, for bodily injury and property damage.

LOSS ADJUSTMENT EXPENSE ☐ INCLUDED IN LIMITS

☐ IN ADDITION TO LIMITS

In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to damages and defense of suits arising from the ownership, operations, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, for which the Named Insured is responsible.
2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy shall: a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
  - (1) Insurance Services Office form number CA 0001 (Ed. 6/92), Code 1 ("any auto"); or
  - (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY

CITY OF LEMOORE

711 W. CINNAMON DRIVE

LEMOORE, CA 93245

Attention: City Manager

AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐

I, (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.

Signature

(original signature required)

Telephone ( )

Date Signed

## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description:

### CITY OF LEMOORE LOX SUPPLY, EQUIPMENT, INSTALL AND MAINTENANCE

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated \_\_\_\_\_. You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Owner City of Lemoore

By \_\_\_\_\_ Title Public Works Director  
Frank Rivera

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_  
(Contractor)

this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_

## NOTICE TO PROCEED

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### PROJECT Description:

**CITY OF LEMOORE LOX SUPPLY, EQUIPMENT, INSTALL AND MAINTENANCE**  
You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_  
\_\_\_\_\_, on or before \_\_\_\_\_ and you are to complete the WORK within  
120 consecutive working days thereafter. The date of completion of all WORK is therefore  
\_\_\_\_\_.

CITY OF LEMOORE  
Owner

By \_\_\_\_\_  
Frank Rivera

Title Public Works Director

### CITY OF LOX SUPPLY, EQUIPMENT, INSTALL AND MAINTENANCE

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_  
(Contractor)

this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_  
(Please Type)

Employer Tax Identification Number:

\_\_\_\_\_  
Telephone Number ( ) \_\_\_\_\_

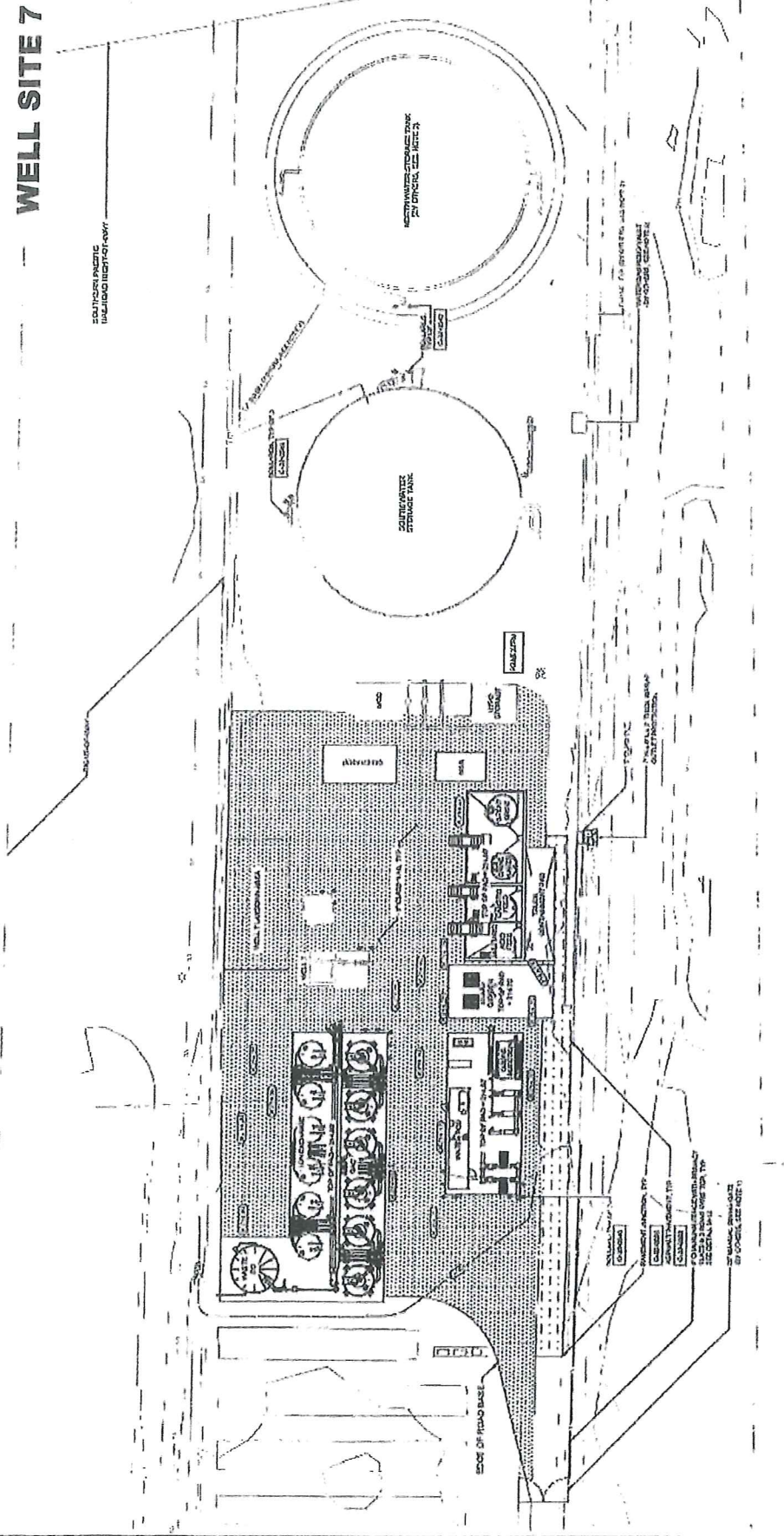
Fax Number ( ) \_\_\_\_\_



# EXHIBIT F WELL SITE 7

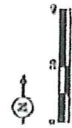
SOUTHERN PACIFIC RAILROAD

SOUTHERN PACIFIC  
RAILROAD RIGHT OF WAY



LSA

FIGURE 2-5



City of Lemoore Water Treatment Plants Project  
Water Treatment Plant Station 7 Site Plan

SOURCE: CITY OF LEMOORE, JULY 2010.  
PROJECT NUMBER: Lemoore Water Treatment Plant Station 7, LSA 11/01/10

FIGURE 2-7

**City of Lemoore Water Treatment Plants Project  
Water Treatment Plant Station 11 Site Plan**

SOURCE: CITY OF LONDON, JULY 2011.



**Well Site 11**  
**Well Site 7**



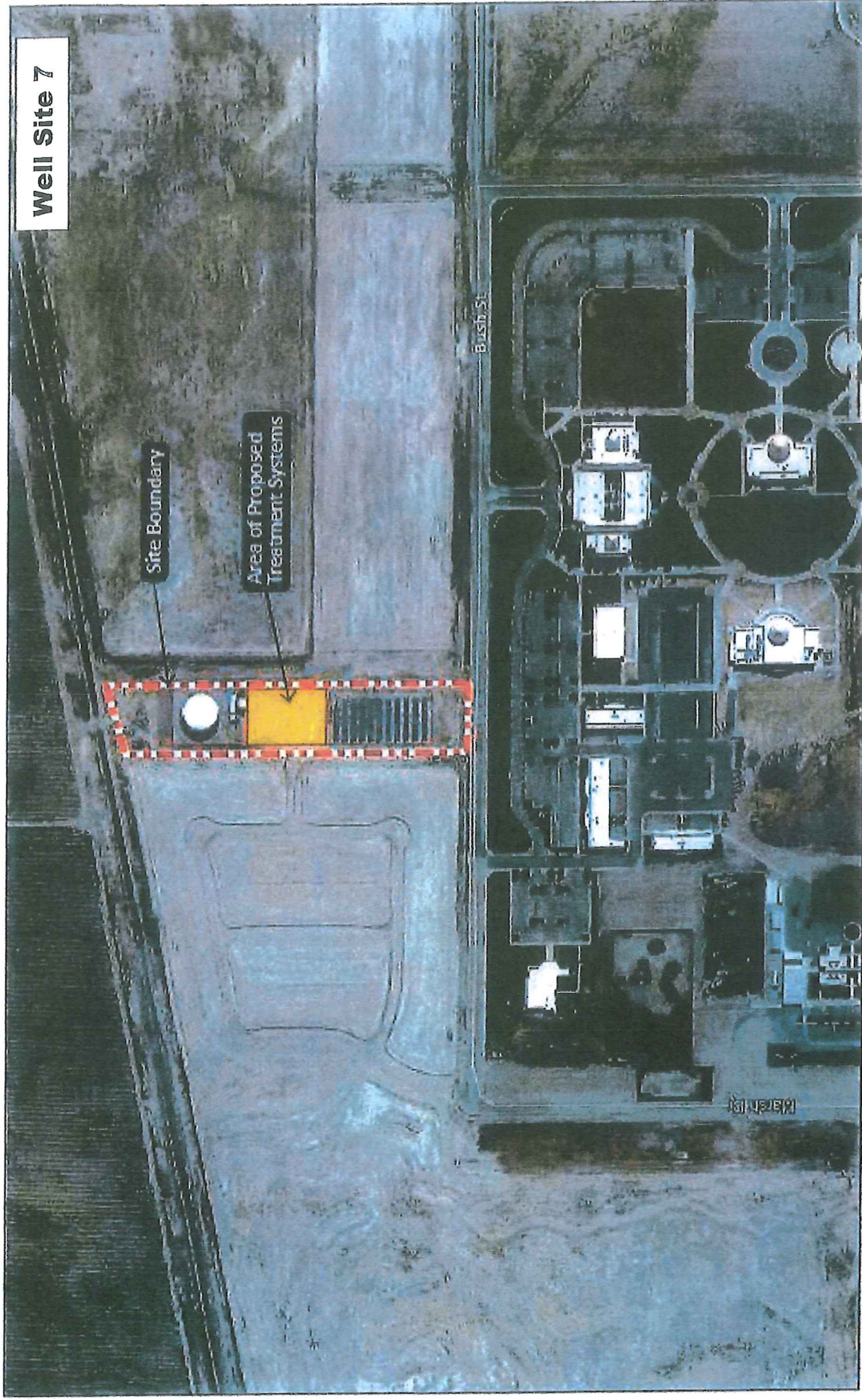
**FIGURE 2-1**

**City of Lemoore Water Treatment Plants Project**  
**Lemoore, Kings County, California**  
**Regional Site Location**

**LEGEND**  
 **Project Sites**

**LSA**  
0 325 650  
Feet  
N  
SOURCE: Google Maps, Aerial (05/2019)  
L:\PROJECTS\Water\Projects\1\_Lemoore\Site Location.mxd (05/20/2019)





Well Site 7

Site Boundary

Area of Proposed Treatment Systems

Bush St

Marsh Rd

LSA



Well Site 7

FIGURE 2-2

City of Lemoore Water Treatment Plants Project  
Well Site 7 Location

SOURCE: GOOGLE EARTH, © 2010 LSA, 2010.

ESRI/MapInfo Lemoore Water Treatment Plant/Products/Graphic/Fig. 2-2 (7/17/05)



Well site 11

Site Boundary

Proposed Treatment System Area

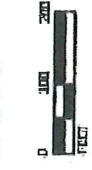
W Glendale Ave

W Glendale Ave

W Bender Ln

W Spruce Ave

LSA



Well Site 11

FIGURE 2-3

City of Lemoore Water Treatment Plants Project  
Well Site 11 Location

SOURCES: GOOGLE EARTH, SED-10, LSA, 2015.

PROJECT NUMBER: Lemoore Water Treatment Plant Improvements/Gravel/Fig. 3a1 10/10/15







# Well site 11

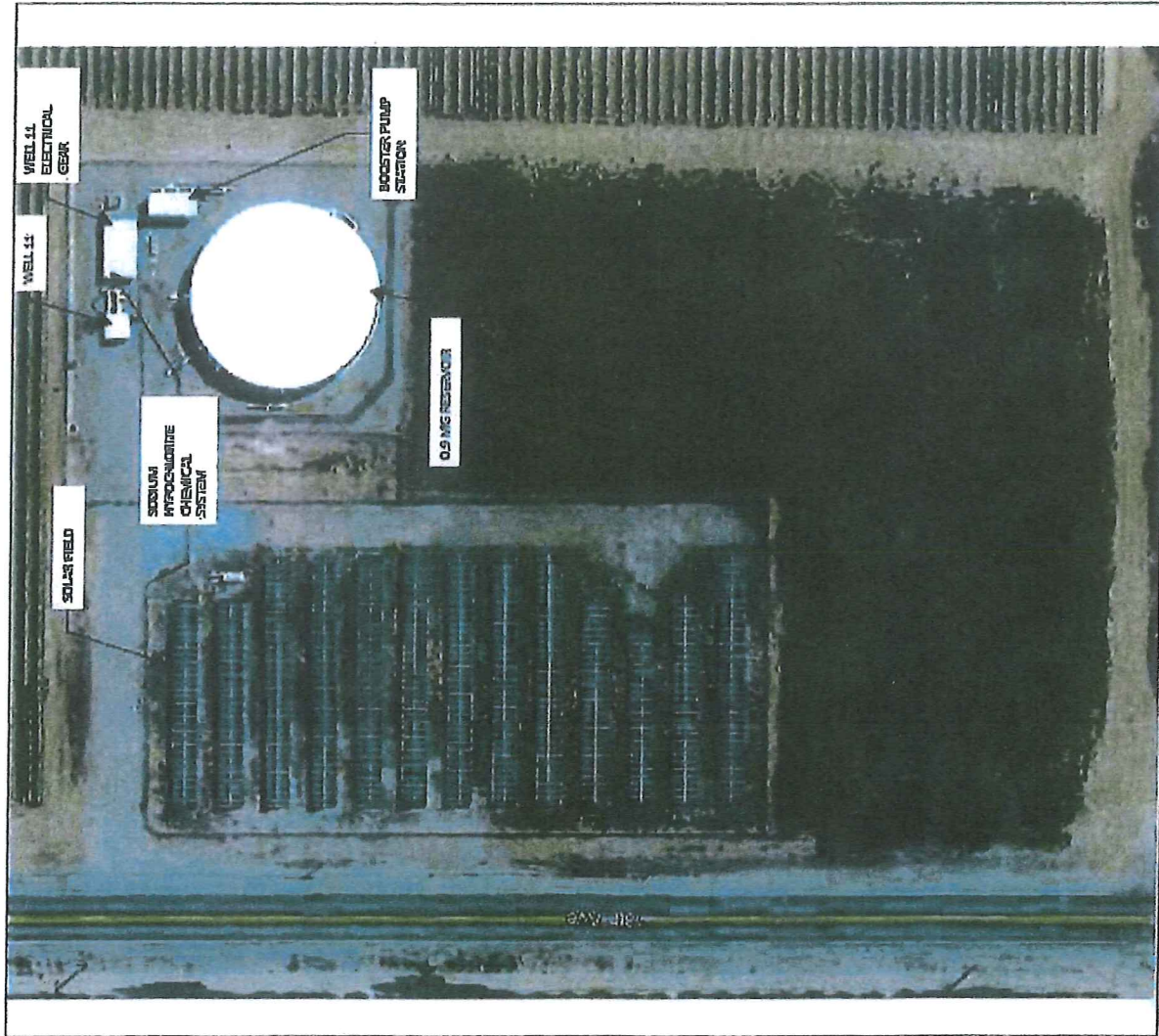


FIGURE 2-5

LSA



NOT TO SCALE

SOURCE: CAROLLO, JANUARY 2010.

FIG. 2-5 (PAGES 2-5) Lemoore Water Treatment Plant Products (as per) 5.1.1 (10/28/15)

City of Lemoore Water Treatment Plants Project  
Well Site 11 Existing Conditions





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

## Staff Report

**To:** Lemoore City Council

**From:** Marisa Avalos, City Clerk

**Date:** October 28, 2019

**Meeting Date:** November 5, 2019

**Subject:** Activity Update

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

### Reports

- |                               |                  |
|-------------------------------|------------------|
| ➤ Warrant Register – FY 19/20 | October 11, 2019 |
| ➤ Warrant Register – FY 19/20 | October 18, 2019 |
| ➤ Warrant Register – FY 19/20 | October 24, 2019 |

# Warrant Register 10-11-19

PEI  
DATE: 10/24/2019  
TIME: 11:58:42

## CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4330									
									PRINTING & PUBLICATIONS
4 /20	10/11/19	20		64103	6405 EINERSON'S PREPR		-64.25	.00	BUSINESS CARDS-NATHAN
4 /20	10/11/19	21		64212	6405 EINERSON'S PREPR		64.25	.00	BUSINESS CARD FOR NAT
4 /20	10/11/19	21		64103	6405 EINERSON'S PREPR		64.25	.00	BUSINESS CARDS-NATHAN
TOTAL						.00	64.25	.00	
									PRINTING & PUBLICATIONS
TOTAL						.00	64.25	.00	
									CITY MANAGER

PEI  
DATE: 10/24/2019  
TIME: 11:58:42

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4330									
									PRINTING & PUBLICATIONS
4 /20	10/11/19	21	9860	-02 64235	6080 LEE CENTRAL CALI		417.89	-417.89	PUBLIC NOTICES
4 /20	10/11/19	20	9860	-02 64126	6080 LEE CENTRAL CALI		-417.89	417.89	PUBLIC NOTICES
4 /20	10/11/19	21	9860	-02 64126	6080 LEE CENTRAL CALI		417.89	-417.89	PUBLIC NOTICES
TOTAL						.00	417.89	-417.89	
									PRINTING & PUBLICATIONS
TOTAL						.00	417.89	-417.89	
									CITY CLERK'S OFFICE

PEI  
DATE: 10/24/2019  
TIME: 11:58:42

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /20	10/11/19	20		64114	0521 GRAINGER		-44.74	.00	FIRE SIGN
4 /20	10/11/19	21		64140	5333 MEDALLION SUPPLY		187.73	.00	VAPORTIGHT LENS
4 /20	10/11/19	21		64121	0242 JORGENSEN COMPAN		199.38	.00	FIRE EXT AMX
4 /20	10/11/19	21		64140	5333 MEDALLION SUPPLY		235.95	.00	USB W/5" CORD
4 /20	10/11/19	21		64184	1547 VERITIV OPERATIN		410.40	.00	
4 /20	10/11/19	21		64140	5333 MEDALLION SUPPLY		36.38	.00	CAND F017/835/ECO
4 /20	10/11/19	21		64114	0521 GRAINGER		44.74	.00	FIRE SIGN
4 /20	10/11/19	20		64121	0242 JORGENSEN COMPAN		-199.38	.00	FIRE EXT AMX
4 /20	10/11/19	21		64223	0521 GRAINGER		44.74	.00	FIRE SIGN
4 /20	10/11/19	21		64230	0242 JORGENSEN COMPAN		199.38	.00	FIRE EXT
TOTAL					OPERATING SUPPLIES	.00	1,114.58	.00	
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/11/19	21		64225	7068 CRISTINA HERNAND		600.00	.00	JANITORIAL WORK
4 /20	10/11/19	21		64190	1259 ADVANCED PEST CO		50.00	.00	PEST CONTROL-711 CINN
4 /20	10/11/19	21		64190	1259 ADVANCED PEST CO		50.00	.00	PEST CONTROL-721 CINN
4 /20	10/11/19	21		64190	1259 ADVANCED PEST CO		165.00	.00	PEST CONTROL-721 CINN
4 /20	10/11/19	21		64067	1259 ADVANCED PEST CO		50.00	.00	PEST CONTROL-711 CINN
4 /20	10/11/19	21		64067	1259 ADVANCED PEST CO		50.00	.00	PEST CONTROL-721 CINN
4 /20	10/11/19	20		64067	1259 ADVANCED PEST CO		-165.00	.00	PEST CONTROL-721 CINN
4 /20	10/11/19	20		64067	1259 ADVANCED PEST CO		-50.00	.00	PEST CONTROL-711 CINN
4 /20	10/11/19	20		64067	1259 ADVANCED PEST CO		-50.00	.00	PEST CONTROL-721 CINN
4 /20	10/11/19	21		64116	7068 CRISTINA HERNAND		600.00	.00	JANITORIAL WORK
4 /20	10/11/19	21		64067	1259 ADVANCED PEST CO		165.00	.00	PEST CONTROL-721 CINN
4 /20	10/11/19	20		64116	7068 CRISTINA HERNAND		-600.00	.00	JANITORIAL WORK
TOTAL					PROFESSIONAL CONTRACT SVC	.00	865.00	.00	
4340					UTILITIES				
4 /20	10/11/19	21		64151	0363 PG&E		18,100.69	.00	08/30/19-09/30/19
TOTAL					UTILITIES	.00	18,100.69	.00	
4350					REPAIR/MAINT SERVICES				
4 /20	10/11/19	21		64166	0388 REED ELECTRIC, L		103.50	.00	YELLOW JACKET FAN
TOTAL					REPAIR/MAINT SERVICES	.00	103.50	.00	
TOTAL					MAINTENANCE DIVISION	.00	20,183.77	.00	

PEI  
DATE: 10/24/2019  
TIME: 11:58:42

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /20	10/11/19	21		64071	3010 THE ANIMAL HOUSE		68.59	.00	EUKANUBA 44LB
4 /20	10/11/19	21		64194	3010 THE ANIMAL HOUSE		68.59	.00	EUKANUBA
4 /20	10/11/19	21	9933	-03 64163	5416 PRO FORCE LAW EN		3,660.00	-3,660.00	TASER X2 SMART WEAPON-YEL
4 /20	10/11/19	21	9933	-04 64163	5416 PRO FORCE LAW EN		650.00	-650.00	TASER TACTICAL PERFORMANC
4 /20	10/11/19	21	9933	-05 64163	5416 PRO FORCE LAW EN		312.48	-312.48	TAX
4 /20	10/11/19	20		64071	3010 THE ANIMAL HOUSE		-68.59	.00	EUKANUBA 44LB
TOTAL					OPERATING SUPPLIES	.00	4,691.07	-4,622.48	
4220U					OPERAT SUPPLIES- UNIFORMS				
4 /20	10/11/19	20		64072	6449 ARROWHEAD EMBLEM		-181.17	.00	LEMOORE POLICE PINK
4 /20	10/11/19	21		64072	6449 ARROWHEAD EMBLEM		181.17	.00	LEMOORE POLICE PINK
4 /20	10/11/19	21		64195	6449 ARROWHEAD EMBLEM		181.17	.00	LEMOORE POLICE PINK
TOTAL					OPERAT SUPPLIES- UNIFORMS	.00	181.17	.00	
4320					MEETINGS & DUES				
4 /20	10/11/19	21	9963	-01 64169	6878 SAN LUIS OBISPO		1,430.00	-1,430.00	CENTRAL COAST LAW ENFORCE
TOTAL					MEETINGS & DUES	.00	1,430.00	-1,430.00	
4340					UTILITIES				
4 /20	10/11/19	21		64073	5516 AT&T		277.21	.00	939-103-6912
4 /20	10/11/19	20		64073	5516 AT&T		-277.21	.00	939-103-6912
4 /20	10/11/19	21		64196	5516 AT&T		277.21	.00	939-103-6912
TOTAL					UTILITIES	.00	277.21	.00	
4360					TRAINING				
4 /20	10/11/19	21		64233	6830 KEVIN KURTZ		247.00	.00	PER DIEM
4 /20	10/11/19	21		64209	6347 KEVIN COSPER		247.00	.00	PER DIEM
4 /20	10/11/19	21		64211	6882 JONATHAN DIAZ		14.00	.00	PER DIEM
4 /20	10/11/19	20		64124	6830 KEVIN KURTZ		-247.00	.00	PER DIEM
4 /20	10/11/19	20		64100	6347 KEVIN COSPER		-247.00	.00	PER DIEM
4 /20	10/11/19	20		64102	6882 JONATHAN DIAZ		-14.00	.00	PER DIEM
4 /20	10/11/19	21		64102	6882 JONATHAN DIAZ		14.00	.00	PER DIEM
4 /20	10/11/19	21		64170	5122 ALVARO SANTOS		14.00	.00	PER DIEM
4 /20	10/11/19	21		64138	6286 OSVALDO MALDONAD		14.00	.00	PER DIEM
4 /20	10/11/19	21		64142	6089 JONATHAN MORITZ		14.00	.00	PER DIEM
4 /20	10/11/19	21		64124	6830 KEVIN KURTZ		247.00	.00	PER DIEM
4 /20	10/11/19	21		64100	6347 KEVIN COSPER		247.00	.00	PER DIEM
4 /20	10/11/19	21		64171	6883 CLEBY SANTOS		157.00	.00	PER DIEM
4 /20	10/11/19	21		64178	7024 ERIC TREVINO		157.00	.00	PER DIEM
4 /20	10/11/19	21		64139	T2240 STEVEN MCPHERSON		140.00	.00	PER DIEM
TOTAL					TRAINING	.00	1,004.00	.00	
TOTAL					POLICE	.00	7,583.45	-6,052.48	

PEI  
DATE: 10/24/2019  
TIME: 11:58:42

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /20	10/11/19	21		64134	0313 LEMOORE VOLUNTEE		150.92	.00	SAVEMART
4 /20	10/11/19	21		64132	0313 LEMOORE VOLUNTEE		127.42	.00	SAVMART
4 /20	10/11/19	21		64133	0313 LEMOORE VOLUNTEE		155.16	.00	SAVEMART
TOTAL					OPERATING SUPPLIES	.00	433.50	.00	
4230					REPAIR/MAINT SUPPLIES				
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		6.21	.00	HOSE MENDER 5/16ID N
4 /20	10/11/19	20		64128	0314 LEMOORE AUTO SUP		-6.21	.00	HOSE MENDER 5/16ID N
4 /20	10/11/19	20		64128	0314 LEMOORE AUTO SUP		-72.92	.00	6/12V 4A BAT CHARGER
4 /20	10/11/19	21		64237	0314 LEMOORE AUTO SUP		6.21	.00	HOSE MENDER
4 /20	10/11/19	21		64237	0314 LEMOORE AUTO SUP		72.92	.00	BAT CHARGER
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		72.92	.00	6/12V 4A BAT CHARGER
TOTAL					REPAIR/MAINT SUPPLIES	.00	79.13	.00	
4360					TRAINING				
4 /20	10/11/19	21		64135	0313 LEMOORE VOLUNTEE		110.00	.00	DR.GUMU-DMV PHYS
TOTAL					TRAINING	.00	110.00	.00	
TOTAL					FIRE	.00	622.63	.00	

PEI  
DATE: 10/24/2019  
TIME: 11:58:42

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4320									
4 /20	10/11/19	21	9901	-01 64185	6783 VIRTUAL PROJECT		500.00	-500.00	ANNUAL FEE FOR PROJECT MA
TOTAL						.00	500.00	-500.00	
TOTAL						.00	500.00	-500.00	



PEI  
DATE: 10/24/2019  
TIME: 11:58:42

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
									REPAIR/MAINT SUPPLIES
4 /20	10/11/19	21	9974	-01 64070	7073 ALAMEDA ELECTRIC		16,945.00	-16,945.00	5 LIGHT POLES AND ARMS
4 /20	10/11/19	21	9974	-02 64070	7073 ALAMEDA ELECTRIC		1,228.51	-1,228.51	SALES TAX
4 /20	10/11/19	20	9974	-01 64070	7073 ALAMEDA ELECTRIC		-16,945.00	16,945.00	5 LIGHT POLES AND ARMS
4 /20	10/11/19	20	9974	-02 64070	7073 ALAMEDA ELECTRIC		-1,228.51	1,228.51	SALES TAX
4 /20	10/11/19	21	9974	-01 64193	7073 ALAMEDA ELECTRIC		16,945.00	-16,945.00	5 LIGHT POLES AND ARMS
4 /20	10/11/19	21	9974	-02 64193	7073 ALAMEDA ELECTRIC		1,228.51	-1,228.51	SALES TAX
TOTAL						.00	18,173.51	-18,173.51	
									REPAIR/MAINT SUPPLIES
4340									
									UTILITIES
4 /20	10/11/19	21		64156	0363 PG&E		71.79	.00	08/24/19-09/24/19
4 /20	10/11/19	21		64147	0363 PG&E		30.59	.00	08/30/19-09/30/19
4 /20	10/11/19	21		64148	0363 PG&E		331.22	.00	08/24/19-09/24/19
TOTAL						.00	433.60	.00	
									UTILITIES
TOTAL						.00	18,607.11	-18,173.51	
									STREETS

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EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /20	10/11/19	21		64187	0474 WEST VALLEY SUPP		362.77	.00	HUNTER P/C SS RISER A
4 /20	10/11/19	21		64187	0474 WEST VALLEY SUPP		327.83	.00	15" 4X4 MARKING FLAGS
4 /20	10/11/19	21		64187	0474 WEST VALLEY SUPP		256.93	.00	HUNTER P/C SS RISER A
4 /20	10/11/19	21		64187	0474 WEST VALLEY SUPP		247.45	.00	HUNTER ACC DECODER
4 /20	10/11/19	21	9910	-01 64187	0474 WEST VALLEY SUPP		1,957.28	-1,957.28	MISC. SPRINKLER AND VALVE
4 /20	10/11/19	21	9910	-01 64187	0474 WEST VALLEY SUPP		2,951.48	-2,741.35	MISC. SPRINKLER AND VALVE
4 /20	10/11/19	21		64187	0474 WEST VALLEY SUPP		15.80	.00	11/4" COMPRESSION COU
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		19.29	.00	ANTIFREEZE
4 /20	10/11/19	21		64237	0314 LEMOORE AUTO SUP		19.29	.00	ANTIFREEZE
4 /20	10/11/19	20		64128	0314 LEMOORE AUTO SUP		-19.29	.00	ANTIFREEZE
TOTAL					OPERATING SUPPLIES	.00	6,138.83	-4,698.63	
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/11/19	21		64190	1259 ADVANCED PEST CO		100.00	.00	PEST CONTROL-19TH&CIN
4 /20	10/11/19	21		64067	1259 ADVANCED PEST CO		100.00	.00	PEST CONTROL-19TH&CIN
4 /20	10/11/19	20		64067	1259 ADVANCED PEST CO		-100.00	.00	PEST CONTROL-19TH&CIN
TOTAL					PROFESSIONAL CONTRACT SVC	.00	100.00	.00	
4340					UTILITIES				
4 /20	10/11/19	21		64152	0363 PG&E		2,308.36	.00	08/30/19-09/30/19
TOTAL					UTILITIES	.00	2,308.36	.00	
TOTAL					PARKS	.00	8,547.19	-4,698.63	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
4 /20	10/11/19	21	9945	-01 64098	6150 CLASSIC SOCCER		1,840.41	-1,840.41	YOUTH SPORT JERSEYS -2019
4 /20	10/11/19	21	9945	-01 64098	6150 CLASSIC SOCCER		2,831.40	-2,831.40	YOUTH SPORT JERSEYS -2019
4 /20	10/11/19	20	9945	-01 64098	6150 CLASSIC SOCCER		-1,840.41	1,840.41	YOUTH SPORT JERSEYS -2019
4 /20	10/11/19	20	9945	-01 64098	6150 CLASSIC SOCCER		-2,831.40	2,831.40	YOUTH SPORT JERSEYS -2019
4 /20	10/11/19	21		64172	0419 SMART & FINAL		52.54	.00	FLAG FOOTBALL CONCESS
4 /20	10/11/19	21		64143	5396 OFFICE DEPOT		53.99	.00	INK, PHOTO, HP
4 /20	10/11/19	21	9945	-01 64207	6150 CLASSIC SOCCER		1,840.41	-1,840.41	YOUTH SPORT JERSEYS -2019
4 /20	10/11/19	21	9945	-01 64207	6150 CLASSIC SOCCER		2,831.40	-2,831.40	YOUTH SPORT JERSEYS -2019
TOTAL						.00	4,778.34	-4,671.81	
									OPERATING SUPPLIES
4310									
									PROFESSIONAL CONTRACT SVC
4 /20	10/11/19	21		64189	2914 AAA QUALITY SERV		112.12	.00	POTTY RENTAL
4 /20	10/11/19	21		64219	6928 EXIQUIO GARCIA		96.00	.00	RECREATION LEADER
4 /20	10/11/19	21		64206	6888 JESSE CHAVARRIA		100.00	.00	ADULT SOFTBALL UMPIRE
4 /20	10/11/19	21		64097	6888 JESSE CHAVARRIA		100.00	.00	ADULT SOFTBALL UMPIRE
4 /20	10/11/19	21		64110	6928 EXIQUIO GARCIA		96.00	.00	RECREATION LEADER
4 /20	10/11/19	21		64205	6848 ADRIAN CALDERA		261.00	.00	RECREATION LEADER
4 /20	10/11/19	21		64066	2914 AAA QUALITY SERV		112.12	.00	POTTY RENTAL
4 /20	10/11/19	20		64110	6928 EXIQUIO GARCIA		-96.00	.00	RECREATION LEADER
4 /20	10/11/19	20		64096	6848 ADRIAN CALDERA		-261.00	.00	RECREATION LEADER
4 /20	10/11/19	20		64097	6888 JESSE CHAVARRIA		-100.00	.00	ADULT SOFTBALL UMPIRE
4 /20	10/11/19	20		64066	2914 AAA QUALITY SERV		-112.12	.00	POTTY RENTAL
4 /20	10/11/19	21		64096	6848 ADRIAN CALDERA		261.00	.00	RECREATION LEADER
4 /20	10/11/19	21		64160	T2603 MARTIN PRADO		200.00	.00	ADULT SOFTBALL UMPIRE
TOTAL						.00	769.12	.00	
									PROFESSIONAL CONTRACT SVC
TOTAL						.00	5,547.46	-4,671.81	RECREATION

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
									PROFESSIONAL CONTRACT SVC
4 /20	10/11/19	21	9766	-01 64145	7070 PANTERRA NETWORK		1,534.40	-1,534.40	PHONE SYSTEM COST
4 /20	10/11/19	21		64183	5818 UNWIRED BROADBAN		98.55	.00	ADDITIONAL DISK SPACE
TOTAL						.00	1,632.95	-1,534.40	
4825									
									MACHINERY & EQUIPMENT
4 /20	10/11/19	21	9786	-05 64210	2454 DELL COMPUTER CO		1,054.95	-1,054.95	DELL LAPTOP
4 /20	10/11/19	21	9786	-06 64210	2454 DELL COMPUTER CO		154.08	-154.09	DELL DOCKING STATION
4 /20	10/11/19	21	9786	-07 64210	2454 DELL COMPUTER CO		6.00	-6.00	ENVIRONMENTAL FEE
4 /20	10/11/19	21	9786	-08 64210	2454 DELL COMPUTER CO		70.27	-70.27	TAX
4 /20	10/11/19	21	9786	-05 64101	2454 DELL COMPUTER CO		1,054.94	-1,054.95	DELL LAPTOP
4 /20	10/11/19	21	9786	-06 64101	2454 DELL COMPUTER CO		154.09	-154.09	DELL DOCKING STATION
4 /20	10/11/19	21	9786	-07 64101	2454 DELL COMPUTER CO		6.00	-6.00	ENVIRONMENTAL FEE
4 /20	10/11/19	21	9786	-08 64101	2454 DELL COMPUTER CO		70.27	-70.27	TAX
4 /20	10/11/19	20	9786	-05 64101	2454 DELL COMPUTER CO		-1,054.94	1,054.95	DELL LAPTOP
4 /20	10/11/19	20	9786	-06 64101	2454 DELL COMPUTER CO		-154.09	154.09	DELL DOCKING STATION
4 /20	10/11/19	20	9786	-07 64101	2454 DELL COMPUTER CO		-6.00	6.00	ENVIRONMENTAL FEE
4 /20	10/11/19	20	9786	-08 64101	2454 DELL COMPUTER CO		-70.27	70.27	TAX
TOTAL						.00	1,285.30	-1,285.31	
TOTAL						.00	2,918.25	-2,819.71	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4320									
									MEETINGS & DUES
4 /20	10/11/19	20	9764	-01 64094	2836 THE BODY SHOP HE		-200.00	200.00	MONTHLY CHARGE FOR CITY E
4 /20	10/11/19	21	9764	-01 64094	2836 THE BODY SHOP HE		200.00	-200.00	MONTHLY CHARGE FOR CITY E
4 /20	10/11/19	21	9764	-01 64203	2836 THE BODY SHOP HE		200.00	-200.00	MONTHLY CHARGE FOR CITY E
TOTAL						.00	200.00	-200.00	
									MEETINGS & DUES
TOTAL						.00	200.00	-200.00	
									HUMAN RESOURCES

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 5712 - REGIONAL DISPATCH CENTER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/11/19	21	9958	-01 64158	6627 PG&E NON ENERGY		2,500.00	-2,500.00	ENGINEER ADVANCE ON POLIC
4 /20	10/11/19	21	9969	-01 64164	0876 QUAD KNOPF, INC.		603.90	-603.90	PROJECT# 190098- LEMOORE
TOTAL					PROFESSIONAL CONTRACT SVC	.00	3,103.90	-3,103.90	
TOTAL					REGIONAL DISPATCH CENTER	.00	3,103.90	-3,103.90	
TOTAL					GENERAL FUND	.00	68,295.90	-40,637.93	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

FUND - 034 - GAS TAX SECTION 2103  
BUDGET UNIT - 5002 - HFD/ARM RD SLURRY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/11/19	21	9973	-01 64092	6733 BLACKBURN CONSUL		218.75	-218.75	HANFORD ARMONA ROAD TESTI
4 /20	10/11/19	20	9973	-01 64092	6733 BLACKBURN CONSUL		-218.75	218.75	HANFORD ARMONA ROAD TESTI
4 /20	10/11/19	21	9973	-01 64201	6733 BLACKBURN CONSUL		218.75	-218.75	HANFORD ARMONA ROAD TESTI
TOTAL					PROFESSIONAL CONTRACT SVC	.00	218.75	-218.75	
TOTAL					HFD/ARM RD SLURRY	.00	218.75	-218.75	
TOTAL					GAS TAX SECTION 2103	.00	218.75	-218.75	



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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4	/20	10/11/19	21	64197	1908 BATTERY SYSTEMS,		-109.89	.00	BATTERY
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		8.28	.00	HALOGEN SEALED BEAM
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		9.11	.00	TRV ULT BLK HI TEMP
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		12.64	.00	NOZZLE
4	/20	10/11/19	21	64197	1908 BATTERY SYSTEMS,		123.23	.00	BATTERY
4	/20	10/11/19	21	64224	6146 HANFORD CHRYSLER		105.15	.00	AC FILTER
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		88.88	.00	BRITE TOUCH-GLS BLK
4	/20	10/11/19	21	64197	1908 BATTERY SYSTEMS,		133.29	.00	BATTERY
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		137.27	.00	035 33 WIRE MILD
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-8.28	.00	HALOGEN SEALED BEAM
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-9.11	.00	RTV ULT BLK HI TEMP
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-12.64	.00	NOZZLE GEL 16 OZ
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-88.88	.00	BRITE TOUCH-GLS BLK
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-75.57	.00	CABIN AIR FILTER
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-112.07	.00	FLASHER
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-132.31	.00	ULTRASORB
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-25.72	.00	CLAMLP/HD CATCH
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-7.66	.00	9 VOLT BATTERY
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-137.27	.00	.035 33 WIRE MILD
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-343.20	.00	1/16HP PUMP 24-36-48
4	/20	10/11/19	20	9968 -01 64128	0314 LEMOORE AUTO SUP		-514.80	514.80	EVAP FAN FOR FLEET PORTA
4	/20	10/11/19	21	64231	0252 KINGS AUTO SUPPL		7.66	.00	9 VOLT BATTERY
4	/20	10/11/19	21	64231	0252 KINGS AUTO SUPPL		25.72	.00	CLAMP/HD CATCH
4	/20	10/11/19	21	64231	0252 KINGS AUTO SUPPL		75.57	.00	AIR FILTER/OIL FILTER
4	/20	10/11/19	21	64231	0252 KINGS AUTO SUPPL		112.07	.00	FLASHER
4	/20	10/11/19	21	64231	0252 KINGS AUTO SUPPL		132.31	.00	ULTRASORB
4	/20	10/11/19	21	9751 -01 64221	0068 GARY V. BURROWS,		2,356.14	-2,356.14	OIL BLANKET PO
4	/20	10/11/19	21	64128	0314 LEMOORE AUTO SUP		88.88	.00	BRITE TOUCH-GLS BLK
4	/20	10/11/19	21	64122	0252 KINGS AUTO SUPPL		75.57	.00	CABIN AIR FILTER
4	/20	10/11/19	21	64197	1908 BATTERY SYSTEMS,		399.88	.00	BATTERY
4	/20	10/11/19	21	9968 -01 64237	0314 LEMOORE AUTO SUP		514.80	-514.80	EVAP FAN FOR FLEET PORTA
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		343.20	.00	1/1PH PUMP 24-36-48
4	/20	10/11/19	20	64074	1908 BATTERY SYSTEMS,		-123.23	.00	BATTERIES
4	/20	10/11/19	20	64074	1908 BATTERY SYSTEMS,		-133.29	.00	BATTERY
4	/20	10/11/19	20	64074	1908 BATTERY SYSTEMS,		-399.88	.00	BATTERIES
4	/20	10/11/19	21	9968 -01 64128	0314 LEMOORE AUTO SUP		514.80	-514.80	EVAP FAN FOR FLEET PORTA
4	/20	10/11/19	21	64122	0252 KINGS AUTO SUPPL		7.66	.00	9 VOLT BATTERY
4	/20	10/11/19	21	64128	0314 LEMOORE AUTO SUP		8.28	.00	HALOGEN SEALED BEAM
4	/20	10/11/19	21	64128	0314 LEMOORE AUTO SUP		9.11	.00	RTV ULT BLK HI TEMP
4	/20	10/11/19	20	9751 -01 64112	0068 GARY V. BURROWS,		-2,356.14	2,356.14	OIL BLANKET PO
4	/20	10/11/19	21	64128	0314 LEMOORE AUTO SUP		12.64	.00	NOZZLE GEL 16 OZ
4	/20	10/11/19	21	64074	1908 BATTERY SYSTEMS,		123.23	.00	BATTERIES
4	/20	10/11/19	21	64122	0252 KINGS AUTO SUPPL		112.07	.00	FLASHER
4	/20	10/11/19	21	64115	6146 HANFORD CHRYSLER		105.15	.00	AC FILTER
4	/20	10/11/19	21	64122	0252 KINGS AUTO SUPPL		25.72	.00	CLAMLP/HD CATCH
4	/20	10/11/19	20	64115	6146 HANFORD CHRYSLER		-105.15	.00	AC FILTER

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
OPERATING SUPPLIES (cont'd)									
4 /20	10/11/19	21	9751	-01 64112	0068 GARY V. BURROWS,		2,356.14	-2,356.14	OIL BLANKET PO
4 /20	10/11/19	21		64168	0535 RUCKSTELL CALIF		213.60	.00	CNG FILTER ELEMENT
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		132.31	.00	ULTRASORB
4 /20	10/11/19	21		64074	1908 BATTERY SYSTEMS,		133.29	.00	BATTERY
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		137.27	.00	.035 33 WIRE MILD
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		343.20	.00	1/16HP PUMP 24-36-48
4 /20	10/11/19	21		64074	1908 BATTERY SYSTEMS,		399.88	.00	BATTERIES
4 /20	10/11/19	21		64179	5379 TURF STAR		430.83	.00	BLADE-25.18 INCH
TOTAL						.00	5,119.74	-2,870.94	
4220CNG									
4 /20	10/11/19	21	9754	-01 64131	0306 LEMOORE HIGH SCH		4,302.96	-4,302.96	CNG FUEL
TOTAL						.00	4,302.96	-4,302.96	
4230									
REPAIR/MAINT SUPPLIES									
4 /20	10/11/19	21	9955	-01 64068	0098 AFFINITY TRUCK C		2,527.66	-2,527.66	REPAIR TRUCK #117
4 /20	10/11/19	21		64125	0286 LAWRENCE TRACTOR		390.29	.00	V-BELT/ALTERNATOR
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		253.15	.00	COIL/SPARK PLUG
4 /20	10/11/19	21		64093	6383 BOBCAT OF FRESNO		249.45	.00	COUPLER/KIT
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		23.58	.00	500 AMP CLAMP
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		27.32	.00	MIS AIR FILTER
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		39.81	.00	MIC2BLD 32VAG5A 5PC
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		40.41	.00	HYDRAULIC HOSE-BULK
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		34.91	.00	5/8-11 CAPSCREW
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		35.00	.00	BATTERY CABLE LUG
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		13.62	.00	CURVED HOSE
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		10.71	.00	FUEL CAP - PRE VENT
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		9.62	.00	BATTERY CABLE LUG
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		9.47	.00	HTR HOSE
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		6.75	.00	FUSE
4 /20	10/11/19	21	9975	-01 64177	7127 TEREX SERVICES		576.66	-576.66	LINER PLATFORM, 24X30
4 /20	10/11/19	20		64093	6383 BOBCAT OF FRESNO		-249.45	.00	COUPLER/KIT
4 /20	10/11/19	20	9955	-01 64068	0098 AFFINITY TRUCK C		-2,527.66	2,527.66	REPAIR TRUCK #117
4 /20	10/11/19	21		64202	6383 BOBCAT OF FRESNO		249.45	.00	COUPLERS
4 /20	10/11/19	21	9955	-01 64191	0098 AFFINITY TRUCK C		2,527.66	-2,527.66	REPAIR TRUCK #117
4 /20	10/11/19	21		64234	0286 LAWRENCE TRACTOR		390.29	.00	V-BELT/ALTERNATOR
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		60.05	.00	WATER PUMP-NEW
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		77.05	.00	12G-12FJX
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		90.79	.00	SWITCH
4 /20	10/11/19	21		64231	0252 KINGS AUTO SUPPL		6.75	.00	FUSE
4 /20	10/11/19	21		64231	0252 KINGS AUTO SUPPL		253.15	.00	COIL/SPARK PLUG
4 /20	10/11/19	21		64231	0252 KINGS AUTO SUPPL		90.79	.00	SWITCH
4 /20	10/11/19	21		64231	0252 KINGS AUTO SUPPL		35.00	.00	BATTERY CABLE LUG/CBL
4 /20	10/11/19	21		64231	0252 KINGS AUTO SUPPL		60.05	.00	WATER PUMP - NEW
4 /20	10/11/19	21		64231	0252 KINGS AUTO SUPPL		9.47	.00	HTR HOSE
4 /20	10/11/19	21		64231	0252 KINGS AUTO SUPPL		9.62	.00	BATTERY CABLE LUG

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 16  
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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
									(cont'd)
4	/20	10/11/19	21	64231	0252 KINGS AUTO SUPPL		10.71	.00	FUEL CAP
4	/20	10/11/19	21	64231	0252 KINGS AUTO SUPPL		13.62	.00	CURVED HOSE
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-9.47	.00	HTR HOSE
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-9.62	.00	BATTERY CABLE LUG
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-10.71	.00	FUEL CAP - PRE VENT
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-13.62	.00	CURVED HOSE
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-35.00	.00	BATTERY CABLE LUG
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-60.05	.00	WATER PUMP-NEW
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-6.75	.00	FUSE
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-253.15	.00	COIL/SPARK PLUG
4	/20	10/11/19	20	64122	0252 KINGS AUTO SUPPL		-90.79	.00	SWITCH
4	/20	10/11/19	20	64125	0286 LAWRENCE TRACTOR		-390.29	.00	V-BELT/ALTERNATOR
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-77.05	.00	12G-12FJX
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-34.91	.00	5/8-11 CAPSCREW
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-39.81	.00	MIC2BLD 32VAG5A 5PC
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-40.41	.00	HYDRAULIC HOSE-BULK
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-23.58	.00	500 AMP CLAMP
4	/20	10/11/19	20	64128	0314 LEMOORE AUTO SUP		-27.32	.00	MIS AIR FILTER
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		77.05	.00	HYDRAULIC HOSE BULK
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		34.91	.00	CAPSCREW
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		39.81	.00	MIC2BLD
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		40.41	.00	HYDRAULIC HOSE-BULK
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		27.32	.00	AIR FILTER/SCREW/SPAR
4	/20	10/11/19	21	64237	0314 LEMOORE AUTO SUP		23.58	.00	500 AMP CLAMP
TOTAL						.00	4,476.30	-3,104.32	
4350									
									REPAIR/MAINT SERVICES
4	/20	10/11/19	21	9957 -01 64229	2956 JONES COLLISION		1,250.80	-1,250.80	REPAIR TO UNIT 49
4	/20	10/11/19	21	9753 -01 64200	0056 BILLINGSLEY TIRE		20.00	-20.00	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	21	9753 -01 64200	0056 BILLINGSLEY TIRE		45.00	-45.00	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	21	9753 -01 64200	0056 BILLINGSLEY TIRE		154.04	-154.04	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	21	9753 -01 64200	0056 BILLINGSLEY TIRE		416.74	-416.74	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	21	9753 -01 64200	0056 BILLINGSLEY TIRE		494.27	-494.27	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	21	9753 -01 64200	0056 BILLINGSLEY TIRE		656.68	-656.68	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	21	9753 -01 64200	0056 BILLINGSLEY TIRE		656.68	-656.68	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	21	9753 -01 64200	0056 BILLINGSLEY TIRE		667.49	-667.49	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	21	9847 -01 64192	7100 AIR & LUBE SYSTE		151.50	-151.50	TWO HYD. CYLINDERS AND RE
4	/20	10/11/19	21	9847 -02 64192	7100 AIR & LUBE SYSTE		42.78	-42.78	FREIGHT
4	/20	10/11/19	21	64208	5030 COMMERCIAL RADIA		295.00	.00	ROD OUT TRACTOR RADIA
4	/20	10/11/19	20	9847 -01 64069	7100 AIR & LUBE SYSTE		-175.03	175.03	TWO HYD. CYLINDERS AND RE
4	/20	10/11/19	20	9847 -02 64069	7100 AIR & LUBE SYSTE		-19.25	19.25	FREIGHT
4	/20	10/11/19	20	9753 -01 64077	0056 BILLINGSLEY TIRE		-20.00	20.00	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	20	9753 -01 64077	0056 BILLINGSLEY TIRE		-45.00	45.00	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	20	9753 -01 64077	0056 BILLINGSLEY TIRE		-154.04	154.04	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	20	9753 -01 64077	0056 BILLINGSLEY TIRE		-416.74	416.74	TIRE REPAIR/REPLACEMENT B
4	/20	10/11/19	20	9753 -01 64077	0056 BILLINGSLEY TIRE		-494.27	494.27	TIRE REPAIR/REPLACEMENT B

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 17  
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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350					REPAIR/MAINT SERVICES (cont'd)				
4 /20	10/11/19	20	9753	-01 64077	0056 BILLINGSLEY TIRE		-656.68	656.68	TIRE REPAIR/REPLACEMENT B
4 /20	10/11/19	20	9753	-01 64077	0056 BILLINGSLEY TIRE		-656.68	656.68	TIRE REPAIR/REPLACEMENT B
4 /20	10/11/19	20	9753	-01 64077	0056 BILLINGSLEY TIRE		-667.49	667.49	TIRE REPAIR/REPLACEMENT B
4 /20	10/11/19	20		64099	5030 COMMERCIAL RADIA		-295.00	.00	ROD OUT TRACTOR RADIT
4 /20	10/11/19	21	9970	-01 64144	0361 ORTON'S EQUIPMEN		1,507.12	-1,507.12	REPAIRS ON BACKHOE
4 /20	10/11/19	21		64141	0345 MORGAN & SLATES,		273.33	.00	REAIR ALUM ARMS
4 /20	10/11/19	21		64099	5030 COMMERCIAL RADIA		295.00	.00	ROD OUT TRACTOR RADIT
4 /20	10/11/19	21	9753	-01 64077	0056 BILLINGSLEY TIRE		20.00	-20.00	TIRE REPAIR/REPLACEMENT B
4 /20	10/11/19	21	9753	-01 64077	0056 BILLINGSLEY TIRE		45.00	-45.00	TIRE REPAIR/REPLACEMENT B
4 /20	10/11/19	21	9753	-01 64077	0056 BILLINGSLEY TIRE		154.04	-154.04	TIRE REPAIR/REPLACEMENT B
4 /20	10/11/19	21	9753	-01 64077	0056 BILLINGSLEY TIRE		416.74	-416.74	TIRE REPAIR/REPLACEMENT B
4 /20	10/11/19	21	9753	-01 64077	0056 BILLINGSLEY TIRE		494.27	-494.27	TIRE REPAIR/REPLACEMENT B
4 /20	10/11/19	21	9753	-01 64077	0056 BILLINGSLEY TIRE		656.68	-656.68	TIRE REPAIR/REPLACEMENT B
4 /20	10/11/19	21	9753	-01 64077	0056 BILLINGSLEY TIRE		656.68	-656.68	TIRE REPAIR/REPLACEMENT B
4 /20	10/11/19	21	9753	-01 64077	0056 BILLINGSLEY TIRE		667.49	-667.49	TIRE REPAIR/REPLACEMENT B
4 /20	10/11/19	21	9957	-01 64120	2956 JONES COLLISION		1,250.80	-1,250.80	REPAIR TO UNIT 49
4 /20	10/11/19	20	9957	-01 64120	2956 JONES COLLISION		-1,250.80	1,250.80	REPAIR TO UNIT 49
4 /20	10/11/19	21	9847	-01 64069	7100 AIR & LUBE SYSTE		175.03	-175.03	TWO HYD. CYLINDERS AND RE
4 /20	10/11/19	21	9847	-02 64069	7100 AIR & LUBE SYSTE		19.25	-19.25	FREIGHT
TOTAL					REPAIR/MAINT SERVICES	.00	6,631.43	-6,063.10	
TOTAL					FLEET MAINTENANCE	.00	20,530.43	-16,341.32	
TOTAL					FLEET MAINTENANCE	.00	20,530.43	-16,341.32	

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CITY OF LEMOORE  
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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K									
4 /20	10/11/19	21	9793	-01 64146	6438 PEPSI BEVERAGES		665.14	-665.14	PEPSI PRODUCTS FOR KITCHEN
4 /20	10/11/19	21	9810	-01 64175	6440 SYSCO		995.93	-995.93	FOOD & SUPPLIES FOR KITCHEN
4 /20	10/11/19	21		64146	6438 PEPSI BEVERAGES		465.44	.00	DRINK CASES
4 /20	10/11/19	21		64165	7003 RAVEN BRAND PROD		49.32	.00	FOOD SUPPLIES
TOTAL						.00	2,175.83	-1,661.07	
4000P									
4 /20	10/11/19	21		64186	6595 VW GOLF, INC.		122.90	.00	ZEUS GOLF CR2 2-PACK
4 /20	10/11/19	21		64176	6473 TEAM GOLF		96.71	.00	SHIPS/SWITCHBLADE DIV
TOTAL						.00	219.61	.00	
4220M									
4 /20	10/11/19	21		64075	6744 BELKORP AG, LLC		71.18	.00	STRAINER
4 /20	10/11/19	20		64129	6526 LEMOORE AUTO SUP		-24.44	.00	AIR HOSE 3/8X25FT
4 /20	10/11/19	20		64129	6526 LEMOORE AUTO SUP		-38.44	.00	V BELT TOP COG
4 /20	10/11/19	20		64129	6526 LEMOORE AUTO SUP		-57.24	.00	ITASCA CHN SW BR LBE
4 /20	10/11/19	20		64129	6526 LEMOORE AUTO SUP		-107.23	.00	HYD FLD TRACTOR UNIV
4 /20	10/11/19	20		64129	6526 LEMOORE AUTO SUP		-116.33	.00	SPARK PLUG-COPPER
4 /20	10/11/19	20		64129	6526 LEMOORE AUTO SUP		-126.56	.00	TUBE SEALANT 32OZ
4 /20	10/11/19	20		64129	6526 LEMOORE AUTO SUP		-139.69	.00	BATTERY-ECONOMY
4 /20	10/11/19	20		64125	0286 LAWRENCE TRACTOR		-31.50	.00	OIL FILTER/FILTER ELE
4 /20	10/11/19	20		64125	0286 LAWRENCE TRACTOR		-40.68	.00	WING NUT/BRACKET HOOK
4 /20	10/11/19	21		64238	6526 LEMOORE AUTO SUP		24.44	.00	AIR HOSE
4 /20	10/11/19	21		64234	0286 LAWRENCE TRACTOR		31.50	.00	OIL FILTER/FILTER ELE
4 /20	10/11/19	21		64234	0286 LAWRENCE TRACTOR		40.68	.00	WING NUT/BRACKET/HOOK
4 /20	10/11/19	21		64238	6526 LEMOORE AUTO SUP		38.44	.00	V BELT FUSE ASSORTMEN
4 /20	10/11/19	21		64198	6744 BELKORP AG, LLC		52.12	.00	PIN FASTEN
4 /20	10/11/19	21		64238	6526 LEMOORE AUTO SUP		57.24	.00	ITASCA CHN SW
4 /20	10/11/19	21		64198	6744 BELKORP AG, LLC		71.18	.00	STRAINER
4 /20	10/11/19	21		64238	6526 LEMOORE AUTO SUP		139.69	.00	BATTERY-ECONOMY
4 /20	10/11/19	21		64238	6526 LEMOORE AUTO SUP		107.23	.00	HYD FLD TRACTOR
4 /20	10/11/19	21		64238	6526 LEMOORE AUTO SUP		126.56	.00	TIRE SEALANT
4 /20	10/11/19	21		64238	6526 LEMOORE AUTO SUP		116.33	.00	SPARK PLUG/HYD FLD
4 /20	10/11/19	21		64129	6526 LEMOORE AUTO SUP		139.69	.00	BATTERY-ECONOMY
4 /20	10/11/19	21		64075	6744 BELKORP AG, LLC		52.12	.00	PIN FASTEN
4 /20	10/11/19	21		64129	6526 LEMOORE AUTO SUP		57.24	.00	ITASCA CHN SW BR LBE
4 /20	10/11/19	21		64129	6526 LEMOORE AUTO SUP		107.23	.00	HYD FLD TRACTOR UNIV
4 /20	10/11/19	21		64129	6526 LEMOORE AUTO SUP		126.56	.00	TUBE SEALANT 32OZ
4 /20	10/11/19	21		64129	6526 LEMOORE AUTO SUP		116.33	.00	SPARK PLUG-COPPER
4 /20	10/11/19	21		64129	6526 LEMOORE AUTO SUP		24.44	.00	AIR HOSE 3/8X25FT
4 /20	10/11/19	21		64125	0286 LAWRENCE TRACTOR		40.68	.00	WING NUT/BRACKET HOOK
4 /20	10/11/19	21		64129	6526 LEMOORE AUTO SUP		38.44	.00	V BELT TOP COG
4 /20	10/11/19	21		64125	0286 LAWRENCE TRACTOR		31.50	.00	OIL FILTER/FILTER ELE
4 /20	10/11/19	20		64075	6744 BELKORP AG, LLC		-52.12	.00	PIN FASTEN
4 /20	10/11/19	20		64075	6744 BELKORP AG, LLC		-71.18	.00	STRAINER
TOTAL						.00	805.41	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 19  
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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220M					OPERATING SUPPLIES MAINT. (cont'd)				
4309					STAFFING/TOM RINGER				
4 /20	10/11/19	21		64167	T1885 TOM RINGER		17,488.69	.00	PAYROLL
TOTAL					STAFFING/TOM RINGER	.00	17,488.69	.00	
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/11/19	21		64117	6573 JAMES HUDGEON		360.00	.00	GOLF LESSON-SEPT.2019
4 /20	10/11/19	20		64117	6573 JAMES HUDGEON		-360.00	.00	GOLF LESSON-SEPT.2019
4 /20	10/11/19	21		64226	6573 JAMES HUDGEON		360.00	.00	GOLF LESSON-SEPT2019
TOTAL					PROFESSIONAL CONTRACT SVC	.00	360.00	.00	
4340					UTILITIES				
4 /20	10/11/19	21		64155	0363 PG&E		976.05	.00	08/29/19-09/29/19
4 /20	10/11/19	21		64153	0363 PG&E		10.51	.00	08/29/19-09/29/19
TOTAL					UTILITIES	.00	986.56	.00	
TOTAL					GOLF COURSE-CITY	.00	22,036.10	-1,661.07	
TOTAL					GOLF COURSE - CITY	.00	22,036.10	-1,661.07	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 20  
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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /20	10/11/19	21		64187	0474 WEST VALLEY SUPP		16.09	.00	15" 4x4 MARKING FLAGS
4 /20	10/11/19	20		64107	0188 FERGUSON ENTERPR		-170.40	.00	VEST YELLOW
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		28.90	.00	TRUFUEL 50 1 PREMIX
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		30.00	.00	GLASS CLEANER/WASHER
4 /20	10/11/19	21		64143	5396 OFFICE DEPOT		6.10	.00	MAGNETS, HEAVY DUTY A
4 /20	10/11/19	21		64181	6049 UNISAFE, INC.		311.40	.00	GLOVES
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		133.98	.00	ULT HVY DUTY BST CBL
4 /20	10/11/19	21		64107	0188 FERGUSON ENTERPR		170.40	.00	VEST YELLOW
4 /20	10/11/19	21		64237	0314 LEMOORE AUTO SUP		133.97	.00	ULT HVY DUTY
4 /20	10/11/19	21		64216	0188 FERGUSON ENTERPR		170.40	.00	VEST YELLOW
4 /20	10/11/19	21		64237	0314 LEMOORE AUTO SUP		28.90	.00	TRUFUEL/OIL
4 /20	10/11/19	21		64237	0314 LEMOORE AUTO SUP		30.00	.00	GLASS CLEANER/WASHER
4 /20	10/11/19	20		64128	0314 LEMOORE AUTO SUP		-28.90	.00	TRUFUEL 50 1 PREMIX
4 /20	10/11/19	20		64128	0314 LEMOORE AUTO SUP		-30.00	.00	GLASS CLEANER/WASHER
4 /20	10/11/19	20		64128	0314 LEMOORE AUTO SUP		-133.98	.00	ULT HVY DUTY BST CBL
TOTAL					OPERATING SUPPLIES	.00	696.86	.00	
4220CH					CHLORINE OPERATING SUPPLY				
4 /20	10/11/19	21	9830	-01 64182	6058 UNIVAR		1,060.61	-1,060.61	BLANKET PO 12.5% SODIUM H
4 /20	10/11/19	21	9830	-01 64182	6058 UNIVAR		1,307.15	-1,307.15	BLANKET PO 12.5% SODIUM H
4 /20	10/11/19	21	9830	-01 64182	6058 UNIVAR		1,389.89	-1,389.89	BLANKET PO 12.5% SODIUM H
4 /20	10/11/19	21	9830	-01 64182	6058 UNIVAR		1,859.55	-1,859.55	BLANKET PO 12.5% SODIUM H
4 /20	10/11/19	21	9830	-01 64182	6058 UNIVAR		1,904.49	-1,904.49	BLANKET PO 12.5% SODIUM H
4 /20	10/11/19	21	9830	-01 64182	6058 UNIVAR		2,668.97	-2,668.97	BLANKET PO 12.5% SODIUM H
4 /20	10/11/19	21	9830	-01 64182	6058 UNIVAR		3,330.85	-3,330.85	BLANKET PO 12.5% SODIUM H
TOTAL					CHLORINE OPERATING SUPPLY	.00	13,521.51	-13,521.51	
4230					REPAIR/MAINT SUPPLIES				
4 /20	10/11/19	21	9829	-01 64107	0188 FERGUSON ENTERPR		-230.99	230.99	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-01 64107	0188 FERGUSON ENTERPR		-80.25	80.25	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-01 64107	0188 FERGUSON ENTERPR		198.70	-198.70	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-01 64107	0188 FERGUSON ENTERPR		238.48	-238.48	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-01 64107	0188 FERGUSON ENTERPR		517.99	-517.99	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-01 64107	0188 FERGUSON ENTERPR		568.82	-568.82	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-02 64107	0188 FERGUSON ENTERPR		-153.99	153.99	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21	9829	-02 64107	0188 FERGUSON ENTERPR		-80.25	80.25	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21	9829	-02 64107	0188 FERGUSON ENTERPR		132.47	-132.47	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21	9829	-02 64107	0188 FERGUSON ENTERPR		158.98	-158.98	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21	9829	-02 64107	0188 FERGUSON ENTERPR		345.33	-345.33	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21	9829	-02 64107	0188 FERGUSON ENTERPR		379.21	-379.21	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21		64173	0428 STONEY'S SAND &		242.60	.00	SLURRY-5 SACK
4 /20	10/11/19	21		64173	0428 STONEY'S SAND &		245.42	.00	PLASTER SAND
4 /20	10/11/19	21		64113	0641 GLEIM-CROWN PUMP		408.26	.00	BOOSTER#2 @WELL #12
4 /20	10/11/19	21		64106	5866 FASTENAL COMPANY		2.23	.00	KEYSTK P 1/8x1/8x1
4 /20	10/11/19	21	9976	-01 64173	0428 STONEY'S SAND &		306.00	-306.00	YD-CON-50-50/5 3/8-3/4 CO
4 /20	10/11/19	21	9976	-02 64173	0428 STONEY'S SAND &		421.50	-421.50	YD-CON-O SLU 4 SACK/SLURR



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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
					(cont'd)				
4 /20	10/11/19	21	9976	-03 64173	0428 STONEY'S SAND &		15.00	-15.00	ENVIRONMENTAL FEE
4 /20	10/11/19	21	9976	-04 64173	0428 STONEY'S SAND &		52.74	-52.74	SALES TAX
4 /20	10/11/19	20	9829	-01 64107	0188 FERGUSON ENTERPR		230.99	-230.99	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	20	9829	-01 64107	0188 FERGUSON ENTERPR		80.25	-80.25	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	20	9829	-01 64107	0188 FERGUSON ENTERPR		-198.70	198.70	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	20	9829	-01 64107	0188 FERGUSON ENTERPR		-238.48	238.48	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	20	9829	-01 64107	0188 FERGUSON ENTERPR		-517.99	517.99	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	20	9829	-01 64107	0188 FERGUSON ENTERPR		-568.82	568.82	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	20	9829	-02 64107	0188 FERGUSON ENTERPR		153.99	-153.99	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	20	9829	-02 64107	0188 FERGUSON ENTERPR		80.25	-80.25	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	20	9829	-02 64107	0188 FERGUSON ENTERPR		-132.47	132.47	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	20	9829	-02 64107	0188 FERGUSON ENTERPR		-158.98	158.98	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	20	9829	-02 64107	0188 FERGUSON ENTERPR		-345.33	345.33	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	20	9829	-02 64107	0188 FERGUSON ENTERPR		-379.21	379.21	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	20		64113	0641 GLEIM-CROWN PUMP		-408.26	.00	BOOSTER#2 @WELL #12
4 /20	10/11/19	20		64106	5866 FASTENAL COMPANY		-2.23	.00	KEYSTK P 1/8X1/8X1
4 /20	10/11/19	21		64222	0641 GLEIM-CROWN PUMP		408.26	.00	E30 OMEGA HUB 2 3/8"
4 /20	10/11/19	21		64215	5866 FASTENAL COMPANY		2.23	.00	KEYSTK P
4 /20	10/11/19	21	9829	-01 64216	0188 FERGUSON ENTERPR		-230.99	230.99	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-01 64216	0188 FERGUSON ENTERPR		-96.30	96.30	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-01 64216	0188 FERGUSON ENTERPR		198.70	-198.70	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-01 64216	0188 FERGUSON ENTERPR		238.48	-238.48	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-01 64216	0188 FERGUSON ENTERPR		517.99	-517.99	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-01 64216	0188 FERGUSON ENTERPR		568.82	-568.82	BLANKET PO WATER DISTRIBU
4 /20	10/11/19	21	9829	-02 64216	0188 FERGUSON ENTERPR		-153.99	153.99	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21	9829	-02 64216	0188 FERGUSON ENTERPR		-64.20	64.20	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21	9829	-02 64216	0188 FERGUSON ENTERPR		132.47	-132.47	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21	9829	-02 64216	0188 FERGUSON ENTERPR		158.98	-158.98	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21	9829	-02 64216	0188 FERGUSON ENTERPR		345.33	-345.33	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21	9829	-02 64216	0188 FERGUSON ENTERPR		379.21	-379.21	BLANKET PO FIRE HYDRANT R
4 /20	10/11/19	21		64187	0474 WEST VALLEY SUPP		65.74	.00	1" SCH80 M/A
4 /20	10/11/19	21		64173	0428 STONEY'S SAND &		95.88	.00	FILL SAND
TOTAL					REPAIR/MAINT SUPPLIES	.00	3,849.87	-2,789.74	
4310									
4 /20	10/11/19	21		64161	0020 PRAXAIR DISTRIBU		35.72	.00	CYLINDER RENT
TOTAL					PROFESSIONAL CONTRACT SVC	.00	35.72	.00	
4340									
4 /20	10/11/19	21		64157	6627 PG&E NON ENERGY		474.20	.00	NUCLEAR DECOMMISSION
4 /20	10/11/19	21		64157	6627 PG&E NON ENERGY		481.72	.00	ELECTRIC DISTRIBUTION
4 /20	10/11/19	21		64154	0363 PG&E		48,013.68	.00	08/14/19-09/12/19
TOTAL					UTILITIES	.00	48,969.60	.00	
4350									
4 /20	10/11/19	21	9965	-01 64113	0641 GLEIM-CROWN PUMP		154.48	-154.48	1 15.16":X31" SS FOR IMPE

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350									
									(cont'd)
4 /20	10/11/19	21	9965	-02 64113	0641 GLEIM-CROWN PUMP		146.04	-146.04	US SEAL PS 446
4 /20	10/11/19	20	9965	-01 64113	0641 GLEIM-CROWN PUMP		-154.48	154.48	1 15.16":X31" SS FOR IMPE
4 /20	10/11/19	20	9965	-02 64113	0641 GLEIM-CROWN PUMP		-146.04	146.04	US SEAL PS 446
4 /20	10/11/19	20	9965	-03 64113	0641 GLEIM-CROWN PUMP		-410.78	410.78	SMN 108K INSERT BEARING
4 /20	10/11/19	20	9965	-04 64113	0641 GLEIM-CROWN PUMP		-327.03	327.03	E30 1 1/2" OMEGA HUB
4 /20	10/11/19	20	9965	-05 64113	0641 GLEIM-CROWN PUMP		-948.00	948.00	LABOR
4 /20	10/11/19	20	9965	-06 64113	0641 GLEIM-CROWN PUMP		-34.11	34.11	SHIPPING
4 /20	10/11/19	20	9965	-07 64113	0641 GLEIM-CROWN PUMP		-75.28	75.28	SALES TAX
4 /20	10/11/19	21	9965	-03 64113	0641 GLEIM-CROWN PUMP		410.78	-410.78	SMN 108K INSERT BEARING
4 /20	10/11/19	21	9965	-04 64113	0641 GLEIM-CROWN PUMP		327.03	-327.03	E30 1 1/2" OMEGA HUB
4 /20	10/11/19	21	9965	-05 64113	0641 GLEIM-CROWN PUMP		948.00	-948.00	LABOR
4 /20	10/11/19	21	9965	-06 64113	0641 GLEIM-CROWN PUMP		34.11	-34.11	SHIPPING
4 /20	10/11/19	21	9965	-07 64113	0641 GLEIM-CROWN PUMP		75.28	-75.28	SALES TAX
4 /20	10/11/19	21	9966	-01 64137	7124 M&M BACKFLOW & M		500.00	-500.00	LARGE METER FIELD TEST AT
4 /20	10/11/19	21	9966	-02 64137	7124 M&M BACKFLOW & M		50.00	-50.00	TRAVEL TIME
4 /20	10/11/19	21	9965	-01 64222	0641 GLEIM-CROWN PUMP		154.48	-154.48	1 15.16":X31" SS FOR IMPE
4 /20	10/11/19	21	9965	-02 64222	0641 GLEIM-CROWN PUMP		146.04	-146.04	US SEAL PS 446
4 /20	10/11/19	21	9965	-03 64222	0641 GLEIM-CROWN PUMP		410.78	-410.78	SMN 108K INSERT BEARING
4 /20	10/11/19	21	9965	-04 64222	0641 GLEIM-CROWN PUMP		327.03	-327.03	E30 1 1/2" OMEGA HUB
4 /20	10/11/19	21	9965	-05 64222	0641 GLEIM-CROWN PUMP		948.00	-948.00	LABOR
4 /20	10/11/19	21	9965	-06 64222	0641 GLEIM-CROWN PUMP		34.11	-34.11	SHIPPING
4 /20	10/11/19	21	9965	-07 64222	0641 GLEIM-CROWN PUMP		75.28	-75.28	SALES TAX
TOTAL					REPAIR/MAINT SERVICES	.00	2,645.72	-2,645.72	
4392									
4 /20	10/11/19	21		64159	6388 PINNACLE PUBLIC		30,019.20	.00	SOLAR LOAN INTEREST
TOTAL					SOLAR LOAN INTEREST EXP	.00	30,019.20	.00	
4393									
4 /20	10/11/19	21		64159	6388 PINNACLE PUBLIC		113,387.96	.00	SOLAR PRINCIPAL
TOTAL					SOLAR PRINCIPAL	.00	113,387.96	.00	
TOTAL					WATER	.00	213,126.44	-18,956.97	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
	4 /20	10/11/19	21	9964 -01 64162	6729 PRIDESTAFF, INC.		900.00	-900.00	ACCOUNT CLERK- 4 WEEKS
	4 /20	10/11/19	21	9964 -01 64162	6729 PRIDESTAFF, INC.		900.00	-900.00	ACCOUNT CLERK- 4 WEEKS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,800.00	-1,800.00	
4330									
	4 /20	10/11/19	20	9735 -04 64118	5546 INFOSEND		-1,415.01	1,415.01	STATEMENTS - PRINTING
	4 /20	10/11/19	21	9735 -04 64118	5546 INFOSEND		1,415.01	-1,415.01	STATEMENTS - PRINTING
	4 /20	10/11/19	21	9735 -04 64227	5546 INFOSEND		1,415.01	-1,415.01	STATEMENTS - PRINTING
TOTAL					PRINTING & PUBLICATIONS	.00	1,415.01	-1,415.01	
4335									
	4 /20	10/11/19	21	9735 -03 64227	5546 INFOSEND		2,631.82	-2,631.82	POSTAGE- STATEMENTS
	4 /20	10/11/19	21	9735 -03 64118	5546 INFOSEND		2,631.82	-2,631.82	POSTAGE- STATEMENTS
	4 /20	10/11/19	20	9735 -03 64118	5546 INFOSEND		-2,631.82	2,631.82	POSTAGE- STATEMENTS
TOTAL					POSTAGE & MAILING	.00	2,631.82	-2,631.82	
TOTAL					UTILITY OFFICE	.00	5,846.83	-5,846.83	
TOTAL					WATER	.00	218,973.27	-24,803.80	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 24  
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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4010									
	REGULAR SALARIES								
4 /20	10/11/19	21		64174	T2580 RICHARD SUTER		182.31	.00	BOOT REIMBURSEMENT
TOTAL	REGULAR SALARIES					.00	182.31	.00	
4220									
	OPERATING SUPPLIES								
4 /20	10/11/19	20		64109	6751 FURTADO WELDING		-70.80	.00	SAFETY VESTS
4 /20	10/11/19	21		64218	6751 FURTADO WELDING		70.80	.00	SAFETY VESTS
4 /20	10/11/19	21		64109	6751 FURTADO WELDING		70.80	.00	SAFETY VESTS
TOTAL	OPERATING SUPPLIES					.00	70.80	.00	
4230									
	REPAIR/MAINT SUPPLIES								
4 /20	10/11/19	21	9956	-02 64228	6691 INTERSTATE GAS S		7,283.21	-7,283.21	CARRY OVER BALANCE OF PO
4 /20	10/11/19	21		64237	0314 LEMOORE AUTO SUP		27.22	.00	ROD/SSTEEL BRUSH
4 /20	10/11/19	20		64128	0314 LEMOORE AUTO SUP		-27.22	.00	1/8 5 6011 ROD
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		27.22	.00	1/8 5 6011 ROD
4 /20	10/11/19	20	9956	-02 64119	6691 INTERSTATE GAS S		-7,283.21	7,283.21	CARRY OVER BALANCE OF PO
4 /20	10/11/19	21	9956	-02 64119	6691 INTERSTATE GAS S		7,283.21	-7,283.21	CARRY OVER BALANCE OF PO
TOTAL	REPAIR/MAINT SUPPLIES					.00	7,310.43	-7,283.21	
4310									
	PROFESSIONAL CONTRACT SVC								
4 /20	10/11/19	21	9755	-01 64123	0234 KINGS WASTE AND		77,813.10	-77,813.10	MONTHLY TIPPING FEES
4 /20	10/11/19	21	9752	-01 64105	6869 WELLS FARGO BANK		700.80	-700.80	TEMP LABOR BLANKET PO
4 /20	10/11/19	20	9752	-01 64105	6869 WELLS FARGO BANK		-700.80	700.80	TEMP LABOR BLANKET PO
4 /20	10/11/19	20	9755	-01 64123	0234 KINGS WASTE AND		-77,813.10	77,813.10	MONTHLY TIPPING FEES
4 /20	10/11/19	21	9752	-01 64214	6869 WELLS FARGO BANK		700.80	-700.80	TEMP LABOR BLANKET PO
4 /20	10/11/19	21	9755	-01 64232	0234 KINGS WASTE AND		77,813.10	-77,813.10	MONTHLY TIPPING FEES
TOTAL	PROFESSIONAL CONTRACT SVC					.00	78,513.90	-78,513.90	
TOTAL	REFUSE					.00	86,077.44	-85,797.11	
TOTAL	REFUSE					.00	86,077.44	-85,797.11	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									OPERATING SUPPLIES
4 /20	10/11/19	20		64128	0314 LEMOORE AUTO SUP		-17.15	.00	LIGHT. CAR CHARGER
4 /20	10/11/19	20		64128	0314 LEMOORE AUTO SUP		-133.97	.00	ULT HVY DUTY BST CBL
4 /20	10/11/19	21		64237	0314 LEMOORE AUTO SUP		17.15	.00	LIGHT. CAR CHARGER
4 /20	10/11/19	21		64237	0314 LEMOORE AUTO SUP		133.98	.00	ULT HVY DUTY
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		17.15	.00	LIGHT. CAR CHARGER
4 /20	10/11/19	21		64128	0314 LEMOORE AUTO SUP		133.97	.00	ULT HVY DUTY BST CBL
4 /20	10/11/19	21		64181	6049 UNISAFE, INC.		489.25	.00	GLOVES
TOTAL						.00	640.38	.00	
4230									REPAIR/MAINT SUPPLIES
4 /20	10/11/19	20		64114	0521 GRAINGER		-75.59	.00	hour meter
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		21.44	.00	WWTP-FOR OLD HEADWORK
4 /20	10/11/19	21		64122	0252 KINGS AUTO SUPPL		15.64	.00	ENGINE DEGREASER
4 /20	10/11/19	21		64076	2410 BENNETT & BENNET		107.33	.00	PREMIER PLUG
4 /20	10/11/19	21		64187	0474 WEST VALLEY SUPP		2.41	.00	BALL VALVE, 3/4" HOSE
4 /20	10/11/19	21		64187	0474 WEST VALLEY SUPP		4.18	.00	3' CAP SEWER PVC
4 /20	10/11/19	20		64076	2410 BENNETT & BENNET		-107.33	.00	PREMIER PLUG
4 /20	10/11/19	21		64199	2410 BENNETT & BENNET		107.33	.00	PREMIER PLUG
4 /20	10/11/19	21		64223	0521 GRAINGER		75.59	.00	hour meter
4 /20	10/11/19	20		64122	0252 KINGS AUTO SUPPL		-15.64	.00	ENGINE DEGREASER
4 /20	10/11/19	20		64122	0252 KINGS AUTO SUPPL		-21.44	.00	WWTP-FOR OLD HEADWORK
4 /20	10/11/19	21		64231	0252 KINGS AUTO SUPPL		15.64	.00	ENGINE DEGREASER
4 /20	10/11/19	21		64231	0252 KINGS AUTO SUPPL		21.44	.00	GRS GUN
4 /20	10/11/19	21		64114	0521 GRAINGER		75.59	.00	hour meter
TOTAL						.00	226.59	.00	
4310									PROFESSIONAL CONTRACT SVC
4 /20	10/11/19	21	9826	-01 64136	6156 LEPRINO FOODS CO		44,035.50	-44,035.50	BLANKET PO WATER DISPOSAL
TOTAL						.00	44,035.50	-44,035.50	
4340									UTILITIES
4 /20	10/11/19	21		64150	0363 PG&E		10,138.21	.00	08/21/19-09/19/19
TOTAL						.00	10,138.21	.00	
4350									REPAIR/MAINT SERVICES
4 /20	10/11/19	21	9959	-01 64095	7023 BRECK'S ELECTRIC		528.00	-528.00	10 HP 1200 230/460 US 284
4 /20	10/11/19	21	9959	-02 64095	7023 BRECK'S ELECTRIC		528.00	-528.00	LABOR TO REWIND MOTOR
4 /20	10/11/19	21	9959	-03 64095	7023 BRECK'S ELECTRIC		102.68	-102.68	NACCHI THRUST BEARING PAR
4 /20	10/11/19	21	9959	-04 64095	7023 BRECK'S ELECTRIC		26.16	-26.16	KOYO RADIAL BEARING PART
4 /20	10/11/19	21	9959	-05 64095	7023 BRECK'S ELECTRIC		50.91	-50.91	SALES TAX
4 /20	10/11/19	20	9959	-01 64095	7023 BRECK'S ELECTRIC		-528.00	528.00	10 HP 1200 230/460 US 284
4 /20	10/11/19	20	9959	-02 64095	7023 BRECK'S ELECTRIC		-528.00	528.00	LABOR TO REWIND MOTOR
4 /20	10/11/19	20	9959	-03 64095	7023 BRECK'S ELECTRIC		-102.68	102.68	NACCHI THRUST BEARING PAR
4 /20	10/11/19	20	9959	-04 64095	7023 BRECK'S ELECTRIC		-26.16	26.16	KOYO RADIAL BEARING PART
4 /20	10/11/19	20	9959	-05 64095	7023 BRECK'S ELECTRIC		-50.91	50.91	SALES TAX
4 /20	10/11/19	21	9959	-01 64204	7023 BRECK'S ELECTRIC		528.00	-528.00	10 HP 1200 230/460 US 284

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 26  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350									
									(cont'd)
4 /20	10/11/19	21 9959	-02 64204		7023 BRECK'S ELECTRIC		528.00	-528.00	LABOR TO REWIND MOTOR
4 /20	10/11/19	21 9959	-03 64204		7023 BRECK'S ELECTRIC		102.68	-102.68	NACCHI THRUST BEARING PAR
4 /20	10/11/19	21 9959	-04 64204		7023 BRECK'S ELECTRIC		26.16	-26.16	KOYO RADIAL BEARING PART
4 /20	10/11/19	21 9959	-05 64204		7023 BRECK'S ELECTRIC		50.91	-50.91	SALES TAX
TOTAL						.00	1,235.75	-1,235.75	
TOTAL					SEWER	.00	56,276.43	-45,271.25	
TOTAL					SEWER& STORM WTR DRAINAGE	.00	56,276.43	-45,271.25	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
4 /20	10/11/19	21	9937	-01 64180	6356 ULINE		4,503.16	-4,503.16	FINANCE REMODEL CHAIRS AN
TOTAL						.00	4,503.16	-4,503.16	
TOTAL						.00	4,503.16	-4,503.16	
TOTAL						.00	4,503.16	-4,503.16	



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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 28  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

FUND - 085 - PBIA  
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/11/19	21		64130	0298 LEMOORE CHAMBER		329.76	.00	HOLIDAY STROLL EXPEN
4 /20	10/11/19	20		64130	0298 LEMOORE CHAMBER		-329.76	.00	HOLIDAY STROLL EXPEN
4 /20	10/11/19	21		64239	0298 LEMOORE CHAMBER		329.76	.00	HOLIDAY STROLL EXPE
TOTAL					PROFESSIONAL CONTRACT SVC	.00	329.76	.00	
TOTAL					PBIA	.00	329.76	.00	
TOTAL					PBIA	.00	329.76	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
4 /20	10/11/19	21		64149	0363 PG&E		152.26	.00	08/23/19-09/23/19
TOTAL						.00	152.26	.00	
TOTAL						.00	152.26	.00	
TOTAL						.00	152.26	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
4 /20	10/11/19	21		64149	0363 PG&E		52.55	.00	08/23/19-09/23/19
TOTAL						.00	52.55	.00	
TOTAL						.00	52.55	.00	
TOTAL						.00	52.55	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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									
4 /20	10/11/19	21		64149	0363 PG&E		10.51	.00	08/23/19-09/23/19
TOTAL						.00	10.51	.00	
TOTAL						.00	10.51	.00	
TOTAL						.00	10.51	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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									
4 /20	10/11/19	21		64149	0363 PG&E		10.51	.00	08/23/19-09/23/19
TOTAL						.00	10.51	.00	
TOTAL						.00	10.51	.00	
TOTAL						.00	10.51	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
4 /20	10/11/19	21		64149	0363 PG&E		21.02	.00	08/23/19-09/23/19
TOTAL						.00	21.02	.00	
TOTAL						.00	21.02	.00	
TOTAL						.00	21.02	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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									
4 /20	10/11/19	21		64149	0363 PG&E		23.59	.00	08/23/19-09/23/19
TOTAL						.00	23.59	.00	
TOTAL						.00	23.59	.00	
TOTAL						.00	23.59	.00	



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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 35  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
4 /20	10/11/19	21		64149	0363 PG&E		34.69	.00	08/23/19-09/23/19
TOTAL						.00	34.69	.00	
TOTAL						.00	34.69	.00	
TOTAL						.00	34.69	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 36  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
	10/11/19	20	9872	-01 64104	5637 EMTS, INC.		-1,785.00	1,785.00	YEARLY MAINTENANCE FOR LA
4 /20	10/11/19	21	9872	-01 64104	5637 EMTS, INC.		1,785.00	-1,785.00	YEARLY MAINTENANCE FOR LA
4 /20	10/11/19	21	9872	-01 64213	5637 EMTS, INC.		1,785.00	-1,785.00	YEARLY MAINTENANCE FOR LA
TOTAL						.00	1,785.00	-1,785.00	
4340									
	10/11/19	21		64149	0363 PG&E		65.19	.00	08/23/19-09/23/19
TOTAL						.00	65.19	.00	
TOTAL						.00	1,850.19	-1,785.00	
TOTAL						.00	1,850.19	-1,785.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/11/19	21	9871	-01 64213	5637 EMTS, INC.		952.00	-952.00	YEARLY MAINTENANCE FOR LA
4 /20	10/11/19	21	9871	-01 64104	5637 EMTS, INC.		952.00	-952.00	YEARLY MAINTENANCE FOR LA
4 /20	10/11/19	20	9871	-01 64104	5637 EMTS, INC.		-952.00	952.00	YEARLY MAINTENANCE FOR LA
TOTAL					PROFESSIONAL CONTRACT SVC	.00	952.00	-952.00	
4340					UTILITIES				
4 /20	10/11/19	21		64149	0363 PG&E		10.63	.00	08/23/19-09/23/19
TOTAL					UTILITIES	.00	10.63	.00	
TOTAL					PFMD ZONE 3	.00	962.63	-952.00	
TOTAL					PFMD ZONE 3	.00	962.63	-952.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
4 /20	10/11/19	21		64149	0363 PG&E		33.96	.00	08/23/19-09/23/19
TOTAL						.00	33.96	.00	
TOTAL						.00	33.96	.00	
TOTAL						.00	33.96	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 39  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
4 /20	10/11/19	21		64149	0363 PG&E		117.71	.00	08/23/19-09/23/19
TOTAL						.00	117.71	.00	
TOTAL						.00	117.71	.00	
TOTAL						.00	117.71	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 40  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

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				
4 /20	10/11/19	20	9873	-01 64104	5637 EMTS, INC.		-650.00	650.00	YEARLY MAINTENANCE FOR LA
4 /20	10/11/19	21	9873	-01 64104	5637 EMTS, INC.		650.00	-650.00	YEARLY MAINTENANCE FOR LA
4 /20	10/11/19	21	9873	-01 64213	5637 EMTS, INC.		650.00	-650.00	YEARLY MAINTENANCE FOR LA
TOTAL					PROFESSIONAL CONTRACT SVC	.00	650.00	-650.00	
TOTAL					PFMD ZONE 6	.00	650.00	-650.00	
TOTAL					PFMD ZONE 6	.00	650.00	-650.00	
TOTAL					REPORT	.00	481,160.86	-222,621.39	

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CITY OF LEMOORE  
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch in ('VM101119','LB101119')  
ACCOUNTING PERIOD: 4/20

FUND - 090 - TRUST & AGENCY

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
4 /20	10/11/19	21	64188	T2788 IRMA ZAMARRIPA		150.00	REFUND-VETS DEPOSIT
4 /20	10/11/19	21	64111	T2787 CELINA GARIBAY		150.00	REFUND-VETS DEPOSIT
4 /20	10/11/19	21	64108	T2786 ROSIE FLORES		250.00	REFUND-CIVIC DEPOSIT
4 /20	10/11/19	21	64220	T2787 CELINA GARIBAY		150.00	REFUND-VETS DEPOSIT
4 /20	10/11/19	21	64217	T2786 ROSIE FLORES		250.00	REFUND-CIVIC DEPOSIT
TOTAL			ACCOUNTS PAYABLE		.00	950.00	
2300			CUSTOMER DEPOSITS				
4 /20	10/11/19	20	64108	T2786 ROSIE FLORES		250.00	REFUND-CIVIC DEPOSIT
4 /20	10/11/19	20	64111	T2787 CELINA GARIBAY		150.00	REFUND-VETS DEPOSIT
4 /20	10/11/19	21	64188	T2788 IRMA ZAMARRIPA	150.00		REFUND-VETS DEPOSIT
4 /20	10/11/19	21	64111	T2787 CELINA GARIBAY	150.00		REFUND-VETS DEPOSIT
4 /20	10/11/19	21	64108	T2786 ROSIE FLORES	250.00		REFUND-CIVIC DEPOSIT
4 /20	10/11/19	21	64220	T2787 CELINA GARIBAY	150.00		REFUND-VETS DEPOSIT
4 /20	10/11/19	21	64217	T2786 ROSIE FLORES	250.00		REFUND-CIVIC DEPOSIT
TOTAL			CUSTOMER DEPOSITS		950.00	400.00	
TOTAL			TRUST & AGENCY		950.00	1,350.00	
TOTAL REPORT					950.00	1,350.00	



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## CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
4 /20	10/18/19	21		64250	6800 AUL HEALTH BENEF		1,250.00	.00	MARY FRENCH
4 /20	10/18/19	21		64250	6800 AUL HEALTH BENEF		250.00	.00	ALLEN GOODMAN
TOTAL					HEALTH INSURANCE	.00	1,500.00	.00	
4220									
4 /20	10/18/19	21		64294	5396 OFFICE DEPOT		19.54	.00	WIPES, DISINF/RING BO
4 /20	10/18/19	21		64294	5396 OFFICE DEPOT		5.68	.00	HIGHLIGHTER, CLEARVIE
TOTAL					OPERATING SUPPLIES	.00	25.22	.00	
4310									
4 /20	10/18/19	21 9816	-01	64281	2849 KINGS COUNTY ECO		1,666.67	-1,666.67	ANNUAL MEMBERSHIP FEE OF
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,666.67	-1,666.67	
TOTAL					CITY MANAGER	.00	3,191.89	-1,666.67	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
4 /20	10/18/19	21		64294	5396 OFFICE DEPOT		116.47	.00	FILE BOX MEDDTY/MARKE
TOTAL						.00	116.47	.00	
TOTAL						.00	116.47	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		-18.22	.00	SAW BLADE
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		35.53	.00	GROUTING SPOUNGE
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		54.42	.00	POLY FOAM ROLL COVER
4 /20	10/18/19	21	9788	-01 64325	1547 VERITIV OPERATIN		399.48	-399.48	BUILDINGS SUPPLIES
TOTAL						.00	471.21	-399.48	
4310									PROFESSIONAL CONTRACT SVC
4 /20	10/18/19	21	9887	-01 64311	6309 SOCIAL VOCATIONA		565.00	-565.00	YEARLY JANITORIAL SERVICE
4 /20	10/18/19	21	9887	-01 64311	6309 SOCIAL VOCATIONA		3,475.00	-3,475.00	YEARLY JANITORIAL SERVICE
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		54.31	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		54.31	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		54.31	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		54.31	.00	UNIFORMS
TOTAL						.00	4,257.24	-4,040.00	
4340									UTILITIES
4 /20	10/18/19	21		64265	6685 DIRECTTV		10.75	.00	10/05/19-11/04/19
TOTAL						.00	10.75	.00	
TOTAL						.00	4,739.20	-4,439.48	MAINTENANCE DIVISION

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
4 /20	10/18/19	21		64250	6800 AUL HEALTH BENEF		250.00	.00	CHARLES STULL
4 /20	10/18/19	21		64250	6800 AUL HEALTH BENEF		1,250.00	.00	PATRICK MUNDY
TOTAL					HEALTH INSURANCE	.00	1,500.00	.00	
4220									
4 /20	10/18/19	21	9866	-01 64307	0531 SAN DIEGO POLICE		2,889.00	-2,889.00	FED-P9HST2-FEDERAL HAST 9
4 /20	10/18/19	21	9866	-03 64307	0531 SAN DIEGO POLICE		209.45	-209.45	SALES TAX
4 /20	10/18/19	21	9932	-01 64252	6864 AXON ENTERPRISE,		1,344.00	-1,344.00	TASER ASSURANCE PLAN DOCK
4 /20	10/18/19	21	9932	-02 64252	6864 AXON ENTERPRISE,		6,480.00	-6,480.00	TASER ASSURANCE PLAN ANNU
4 /20	10/18/19	21	9932	-03 64252	6864 AXON ENTERPRISE,		10,104.75	-10,104.75	AXON CAMERA ASSEMBLY, AXO
4 /20	10/18/19	21	9932	-04 64252	6864 AXON ENTERPRISE,		4,485.00	-4,485.00	AXON DOCK 6 BAY+CORE AXON
4 /20	10/18/19	21	9932	-05 64252	6864 AXON ENTERPRISE,		1,625.00	-1,625.00	TAX
4 /20	10/18/19	21	9932	-06 SI-1615104	6864 AXON ENTERPRISE,		.00	-100.00	SHIPPING
TOTAL					OPERATING SUPPLIES	.00	27,137.20	-27,237.20	
4310									
4 /20	10/18/19	21	9950	-01 64252	6864 AXON ENTERPRISE,		3,549.98	-3,549.98	TASER
4 /20	10/18/19	21	9950	-01 64252	6864 AXON ENTERPRISE,		13,095.00	-13,095.00	TASER
4 /20	10/18/19	21		64241	6756 3SI SECURITY SYS		648.00	.00	RENEWAL
4 /20	10/18/19	21		64260	4056 COMCAST		509.20	.00	INTERNET OCT 19
4 /20	10/18/19	21		64327	6345 VOHNE LICHE KENN		300.00	.00	TRAINING-MARCH 2019
4 /20	10/18/19	21		64277	6825 HEALTHWISE SERVI		125.00	.00	38 GALLON SHARP CONTA
TOTAL					PROFESSIONAL CONTRACT SVC	.00	18,227.18	-16,644.98	
4340									
4 /20	10/18/19	21		64265	6685 DIRECTTV		88.50	.00	10/04/19-11/03/19
4 /20	10/18/19	21		64326	0116 VERIZON WIRELESS		58.83	.00	09/02/19-10/01/19
TOTAL					UTILITIES	.00	147.33	.00	
4380									
4 /20	10/18/19	21		64257	1817 C.A. REDING COMP		215.27	.00	PRINTER/COPIER
TOTAL					RENTALS & LEASES	.00	215.27	.00	
TOTAL					POLICE	.00	47,226.98	-43,882.18	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
					OPERATING SUPPLIES				
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		64.31	.00	GE 2PK 40W 48"FLUO BU
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		93.25	.00	BULBS
TOTAL					OPERATING SUPPLIES	.00	157.56	.00	
4230									
					REPAIR/MAINT SUPPLIES				
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		23.23	.00	POLY FOAM BRUSH
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		56.80	.00	ARMORED PLUG
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		32.12	.00	RED ELEC TAPE
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		4.02	.00	COUPLING
4 /20	10/18/19	21		64292	0345 MORGAN & SLATES,		4.62	.00	BRASS BARB
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		2.90	.00	NUTS & BOLTS
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		8.00	.00	THRD STL ROD/NUTS & B
TOTAL					REPAIR/MAINT SUPPLIES	.00	131.69	.00	
4310									
					PROFESSIONAL CONTRACT SVC				
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		1.13	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		1.13	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		1.13	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		39.97	.00	UNIFORMS/MAT
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		43.77	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		106.14	.00	UNIFORMS/MAT
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		106.14	.00	UNIFORMS/MAT
TOTAL					PROFESSIONAL CONTRACT SVC	.00	299.41	.00	
4340									
					UTILITIES				
4 /20	10/18/19	21		64326	0116 VERIZON WIRELESS		190.05	.00	08/24/19-09/23/19
TOTAL					UTILITIES	.00	190.05	.00	
TOTAL					FIRE	.00	778.71	.00	

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ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
4 /20	10/18/19	21		64250	6800 AUL HEALTH BENEF		750.00	.00	RONALD HENSON
TOTAL						.00	750.00	.00	
4310									
4 /20	10/18/19	21		64300	0876 QUAD KNOFF, INC.		934.02	.00	SITE PLAN 2018-03 JAC
TOTAL						.00	934.02	.00	
TOTAL						.00	1,684.02	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21	9881	-01 64300	0876 QUAD KNOPF, INC.		573.24	-573.24	PROJECT 190002.01 GENERAL
TOTAL						.00	573.24	-573.24	
TOTAL						.00	573.24	-573.24	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
	4 /20	10/18/19	21	9879 -01	64300	0876 QUAD KNOPF, INC.	5,840.82	-5,840.82	1900505 CHAMPION/LARISH/L
	4 /20	10/18/19	21		64247	2653 AMERIPRIDE	58.15	.00	UNIFORMS
	4 /20	10/18/19	21		64247	2653 AMERIPRIDE	38.01	.00	UNIFORMS
	4 /20	10/18/19	21		64247	2653 AMERIPRIDE	20.85	.00	UNIFORMS
	4 /20	10/18/19	21		64247	2653 AMERIPRIDE	21.51	.00	UNIFORMS
TOTAL						.00	5,979.34	-5,840.82	
4340									
	4 /20	10/18/19	21		64265	6685 DIRECTTV	10.75	.00	10/05/19-11/04/19
	4 /20	10/18/19	21		64297	0363 PG&E	32.05	.00	08/30/19-09/30/19
TOTAL						.00	42.80	.00	
TOTAL						.00	6,022.14	-5,840.82	



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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /20	10/18/19	21		64243	6081 ALL AMERICAN POO		34.32	.00	MURATIC ACID RETURNAB
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		25.49	.00	NUTS & BOLTS
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		44.98	.00	WHT PRIMER SPRAY
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		18.28	.00	WHT TWINE
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		13.49	.00	FLT WHT PAINT
4 /20	10/18/19	21		64309	6613 THE SHERWIN WILL		379.34	.00	FMP WHITE PAINT
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		61.71	.00	WHT THRD BALL VALVE
TOTAL					OPERATING SUPPLIES	.00	577.61	.00	
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/18/19	21		64290	7109 MAURICE A. HOUST		100.00	.00	VETERANS PARK
4 /20	10/18/19	21		64290	7109 MAURICE A. HOUST		400.00	.00	HERITAGE PARK
4 /20	10/18/19	21		64290	7109 MAURICE A. HOUST		300.00	.00	KINGS LION PARK
4 /20	10/18/19	21		64290	7109 MAURICE A. HOUST		250.00	.00	SOCCER COMPLEX
4 /20	10/18/19	21		64290	7109 MAURICE A. HOUST		200.00	.00	LEMOORE LIONS PARK
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		20.44	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		20.44	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		21.94	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		26.94	.00	UNIFORMS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,339.76	.00	
TOTAL					PARKS	.00	1,917.37	.00	

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ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
4 /20	10/18/19	21		64250	6800 AUL HEALTH BENEF		750.00	.00	THOMAS HERNANDEZ
TOTAL						.00	750.00	.00	
4220									
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		32.14	.00	DUCT TAPE
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		36.97	.00	DECPRATOMG CLIP
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		12.84	.00	TV MASTER PAD KEYBLAN
TOTAL						.00	81.95	.00	
4310									
4 /20	10/18/19	21		64299	6762 LUZ PULIDO		210.00	.00	FLAG FOOTBALL:SCOREKE
4 /20	10/18/19	21		64288	7117 ALLAN MCGHUEY		214.00	.00	FLAG FOOTBALL:REFREE
4 /20	10/18/19	21		64295	5922 ROLAND OLAES		150.00	.00	FLAG FOOTBALL:REFREE
4 /20	10/18/19	21		64272	7118 ARIANNA GARCIA		156.00	.00	FLAG FOOTBALL:SCOREKE
4 /20	10/18/19	21		64280	T2043 JULIO GONZALEZ		158.00	.00	FLAG FOOTBALL:REFREE
4 /20	10/18/19	21		64248	6884 ANTHONY HERNANDE		168.00	.00	FLAG FOOTBALL:REFREE
4 /20	10/18/19	21		64273	7116 JAYLENE GARCIA		177.00	.00	FLAG FOOTBALL:SCOREKE
4 /20	10/18/19	21		64270	6889 TOMI FORD		252.00	.00	FLAG FOOTBALL:CONCESS
4 /20	10/18/19	21		64318	6885 TRENTON WILLIAMS		261.00	.00	FLAG FOOTBALL:REFREE
4 /20	10/18/19	21		64249	7120 MANUEL ARANDA		234.00	.00	FLAG FOOTBALL: REFREE
4 /20	10/18/19	21		64251	0040 LARRY AVILA		240.00	.00	FLAG FOOTBALL:REFREE
4 /20	10/18/19	21		64332	T1546 DENZEL WILLIAMS,		328.00	.00	FLAG FOOTBALL:REFREE
4 /20	10/18/19	21		64302	T2091 MARIAH RAMIREZ		93.00	.00	BUILDING ATTENDANT
4 /20	10/18/19	21		64279	7119 J'DEN OLAES		120.00	.00	FLAG FOOTBALL:REFREE
4 /20	10/18/19	21		64263	6291 SANTIAGO COVARRU		500.00	.00	ADULT INDOOR SOCCER
4 /20	10/18/19	21		64240	6994 TY HODGE		352.00	.00	FLAG FOOTBALL:REFREE
4 /20	10/18/19	21		64262	T1444 JOE CORREIA		632.00	.00	INDOOR SOCCER/SOCCER
TOTAL						.00	4,245.00	.00	
TOTAL						.00	5,076.95	.00	

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ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21		64260	4056 COMCAST		1,527.58	.00	INTERNET OCT 19
4 /20	10/18/19	21		64323	5818 UNWIRED BROADBAN		210.00	.00	ASYMMETRICAL
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,737.58	.00	
TOTAL					INFORMATION TECHNOLOGY	.00	1,737.58	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/18/19	21		64256	0057 RICHARD A. BLAK,		400.00	.00	POST PRE-EMPLOYMENT
4 /20	10/18/19	21		64321	T2185 UNITED HEALTH CE		200.00	.00	PREEMPLOYMENT PHYSI
4 /20	10/18/19	21		64315	0809 TAG-AMS, INC.		103.00	.00	DRUG TEST
TOTAL					PROFESSIONAL CONTRACT SVC	.00	703.00	.00	
TOTAL					HUMAN RESOURCES	.00	703.00	.00	
TOTAL					GENERAL FUND	.00	73,767.55	-56,402.39	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 030 - OTHER GRANTS  
BUDGET UNIT - 5010 - S. VINE ST RECONSTRUCTION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21 9919	-01 64300		0876 QUAD KNOPF, INC.		25,535.73	-25,535.73	PROJECT 180065 SUMMER STR
4 /20	10/18/19	21 9919	-01 64300		0876 QUAD KNOPF, INC.		27,537.44	-27,537.44	PROJECT 180065 SUMMER STR
TOTAL						.00	53,073.17	-53,073.17	
4317									
4 /20	10/18/19	21		64278	0227 INGRAM DIGITAL E		288.00	.00	AUG 15 CHECK FOR LOOP
TOTAL						.00	288.00	.00	
TOTAL					S. VINE ST RECONSTRUCTION	.00	53,361.17	-53,073.17	
TOTAL					OTHER GRANTS	.00	53,361.17	-53,073.17	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 034 - GAS TAX SECTION 2103  
BUDGET UNIT - 5002 - HFD/ARM RD SLURRY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
4 /20	10/18/19	21		64278	0227 INGRAM DIGITAL E		288.00	.00	JUL 24 HANFORD ARMORA
TOTAL						.00	288.00	.00	
TOTAL						.00	288.00	.00	
TOTAL						.00	288.00	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /20	10/18/19	21		64276	6146 HANFORD CHRYSLER		403.59	.00	FILTERS
4 /20	10/18/19	21		64320	5379 TURF STAR		171.23	.00	WRENCH ASM
4 /20	10/18/19	21		64283	0286 LAWRENCE TRACTOR		160.76	.00	CORE:ALTERNATOR REM
4 /20	10/18/19	21		64293	6120 O'REILLY AUTO PA		70.66	.00	OIL FILTER
4 /20	10/18/19	21		64306	0535 RUCKSTELL CALIF		80.77	.00	TUBE 3/4" PACKER RETR
4 /20	10/18/19	21		64319	6955 TRUCKPRO HOLDING		84.03	.00	DISC PADS
TOTAL					OPERATING SUPPLIES	.00	971.04	.00	
4230					REPAIR/MAINT SUPPLIES				
4 /20	10/18/19	21		64292	0345 MORGAN & SLATES,		40.06	.00	CR RD DOM TUBE
TOTAL					REPAIR/MAINT SUPPLIES	.00	40.06	.00	
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		49.87	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		49.87	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		49.87	.00	UNIFORMS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	149.61	.00	
4350					REPAIR/MAINT SERVICES				
4 /20	10/18/19	21		64261	6374 COOK'S COMMUNICA		50.00	.00	LABOR CHARGE
4 /20	10/18/19	21		64276	6146 HANFORD CHRYSLER		217.92	.00	AC BELT SERP/TENSIONE
TOTAL					REPAIR/MAINT SERVICES	.00	267.92	.00	
TOTAL					FLEET MAINTENANCE	.00	1,428.63	.00	
TOTAL					FLEET MAINTENANCE	.00	1,428.63	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K								
COST OF REVENUE-KITCHEN								
4 /20 10/18/19 21			64305	T1885 TOM RINGER		155.78	.00	DONAGHY SALES
4 /20 10/18/19 21			64303	7003 RAVEN BRAND PROD		65.76	.00	FOOD SUPPLIES
4 /20 10/18/19 21			64310	6442 SLUSH PUPPIE PRO		145.80	.00	H/B SUPREME FRENCH
4 /20 10/18/19 21	9810	-01	64314	6440 SYSCO		780.89	-780.89	FOOD & SUPPLIES FOR KITCH
4 /20 10/18/19 21			64305	T1885 TOM RINGER		544.40	.00	DONAGHY SALES
4 /20 10/18/19 21			64305	T1885 TOM RINGER		651.30	.00	BUENO BEVERAGE
TOTAL					.00	2,343.93	-780.89	
COST OF REVENUE-KITCHEN								
4000P								
COST OF REVENUE-PRO SHOP								
4 /20 10/18/19 21	9800	-01	64316	6443 TAYLORMADE GOLF		1,599.38	-1,599.38	GOLF BALLS, EQUIPMENT, CA
4 /20 10/18/19 21	9961	-01	64245	7128 ALPHABRODER		644.00	-644.00	GOLF APPAREL
4 /20 10/18/19 21	9962	-01	64289	6588 MIZUNO		687.78	-687.78	GOLF CLUBS, GLOVES, BAGS
4 /20 10/18/19 21	9962	-01	64289	6588 MIZUNO		762.83	-762.83	GOLF CLUBS, GLOVES, BAGS
4 /20 10/18/19 21	9962	-01	64289	6588 MIZUNO		2,297.83	-2,297.83	GOLF CLUBS, GLOVES, BAGS
4 /20 10/18/19 21	9978	-01	64317	6473 TEAM GOLF		548.12	-548.12	GOLF ACCESSORIES HAT CLIP
4 /20 10/18/19 21			64330	6472 WEST COAST TREND		99.83	.00	GLOVESKIN IRON COVER
4 /20 10/18/19 21			64298	6667 PING		145.56	.00	METAL WOODS G400 FRWY
4 /20 10/18/19 21			64329	6595 VW GOLF, INC.		124.09	.00	DRI-TAC LADIES GRAY
4 /20 10/18/19 21			64275	6453 GLOBAL TOUR GOLF		14.00	.00	NFL BALL MARKERS
TOTAL					.00	6,923.42	-6,539.94	
COST OF REVENUE-PRO SHOP								
4220M								
OPERATING SUPPLIES MAINT.								
4 /20 10/18/19 21			64255	0056 BILLINGSLEY TIRE		20.00	.00	REPAIR
4 /20 10/18/19 21			64253	6744 BELKORP AG, LLC		71.18	.00	STRAINER
4 /20 10/18/19 21			64296	0361 ORTON'S EQUIPMEN		417.26	.00	WA.ROD 6 IN
4 /20 10/18/19 21			64301	6474 R&R PRODUCTS, IN		332.51	.00	OVERHAUL KIT-ROLLER
4 /20 10/18/19 21	9972	-01	64266	6501 EASY PICKER GOLF		2,806.32	-2,806.32	RANGE BALL PICKER
4 /20 10/18/19 21	9805	-01	64269	6827 FIG GARDEN ROCKE		1,727.60	-1,727.60	SAND & SOIL AMENDMENTS
TOTAL					.00	5,374.87	-4,533.92	
OPERATING SUPPLIES MAINT.								
4291								
MISCELLANEOUS EXPENSES								
4 /20 10/18/19 21			64305	T1885 TOM RINGER		509.23	.00	VISALIA TIMES DELTA
TOTAL					.00	509.23	.00	
MISCELLANEOUS EXPENSES								
4309								
STAFFING/TOM RINGER								
4 /20 10/18/19 21			64305	T1885 TOM RINGER		1,219.80	.00	WORKMAN'S COMP
4 /20 10/18/19 21			64305	T1885 TOM RINGER		900.00	.00	MARK FRANTZ
4 /20 10/18/19 21			64305	T1885 TOM RINGER		84.96	.00	AFLAC
TOTAL					.00	2,204.76	.00	
STAFFING/TOM RINGER								
4340								
UTILITIES								
4 /20 10/18/19 21			64305	T1885 TOM RINGER		276.00	.00	LEMOORE CANAL
TOTAL					.00	276.00	.00	
UTILITIES								
4350								
REPAIR/MAINT SERVICES								
4 /20 10/18/19 21			64282	6844 KNIGHT GUARD SEC		297.33	.00	CHECK ARM SYSTEM



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ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350									
									(cont'd)
4 /20	10/18/19	21		64304	0388 REED ELECTRIC, L		187.50	.00	PUMP ON HOLE #6 POND
4 /20	10/18/19	21		64258	6624 CINTAS		50.00	.00	KITCHEN
4 /20	10/18/19	21	9971	-01 64244	7126 ALL PRO TURF SER		3,920.40	-3,920.40	GREEN AERIFICATION SERVIC
TOTAL					REPAIR/MAINT SERVICES	.00	4,455.23	-3,920.40	
TOTAL					GOLF COURSE-CITY	.00	22,087.44	-15,775.15	
TOTAL					GOLF COURSE - CITY	.00	22,087.44	-15,775.15	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
4 /20	10/18/19	21		64250	6800 AUL HEALTH BENEF		750.00	.00	MARY ESPINOZA
TOTAL						.00	750.00	.00	
4220									
4 /20	10/18/19	21		64268	5866 FASTENAL COMPANY		15.77	.00	BATTERY/KEYSTK P
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		21.44	.00	BATTERY
4 /20	10/18/19	21		64284	0314 LEMOORE AUTO SUP		23.58	.00	LG RAVEN PWDER FREE
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		8.03	.00	FUEL/OIL
TOTAL						.00	68.82	.00	
4220CH									
4 /20	10/18/19	21	9830 -01	64322	6058 UNIVAR		1,255.86	-1,255.86	BLANKET PO 12.5% SODIUM H
4 /20	10/18/19	21	9830 -01	64322	6058 UNIVAR		2,668.95	-2,668.95	BLANKET PO 12.5% SODIUM H
4 /20	10/18/19	21	9830 -01	64322	6058 UNIVAR		2,917.17	-2,917.17	BLANKET PO 12.5% SODIUM H
TOTAL						.00	6,841.98	-6,841.98	
4230									
4 /20	10/18/19	21	9854 -01	64274	1116 GOLDEN STATE FLO		10,456.88	-10,456.88	BLANKET PO REPAIR/ MAINT.
4 /20	10/18/19	21		64313	0428 STONEY'S SAND &		625.27	.00	FILL SAND/DECOMPOSED
4 /20	10/18/19	21		64331	0474 WEST VALLEY SUPP		6.09	.00	1"SS EL/ 1" SSS TEE
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		7.92	.00	LUBRICANT
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		12.31	.00	CHAMP RJ19LM L&G SPK
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		23.57	.00	RUBB UNDERCOATING
4 /20	10/18/19	21		64331	0474 WEST VALLEY SUPP		40.52	.00	ADJUSTABLE CHECK VALV
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		38.60	.00	BULBS
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		39.95	.00	RUBB UNDERCOATING/DUC
4 /20	10/18/19	21		64284	0314 LEMOORE AUTO SUP		29.45	.00	HOT SHINE REFLECT/ORA
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		72.91	.00	BULBS
TOTAL						.00	11,353.47	-10,456.88	
4310									
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		60.26	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		60.26	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		60.26	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		155.85	.00	UNIFORMS
4 /20	10/18/19	21		64259	7058 COMCAST		193.08	.00	INTERNET
TOTAL						.00	529.71	.00	
4340									
4 /20	10/18/19	21		64265	6685 DIRECTTV		10.75	.00	10/05/19-11/04/19
TOTAL						.00	10.75	.00	
4350									
4 /20	10/18/19	21		64271	5372 FRANCHISE TAX BO		96.00	.00	GARNISHMENT (INGRAM)
4 /20	10/18/19	21		64271	5372 FRANCHISE TAX BO		96.00	.00	GARNISHMENT (INGRAM)
TOTAL						.00	192.00	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350			REPAIR/MAINT SERVICES	(cont'd)					
TOTAL			WATER			.00	19,746.73	-17,298.86	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21 9921	-01 64242		6153 AEGIS GROUNDWATE		2,850.00	-2,850.00	BLANKET PURCHASE ORDER WE
TOTAL						.00	2,850.00	-2,850.00	
TOTAL						.00	2,850.00	-2,850.00	
TOTAL						.00	22,596.73	-20,148.86	

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EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
4 /20	10/18/19	21		64250	6800 AUL HEALTH BENEF		750.00	.00	DAN GARCIA
TOTAL						.00	750.00	.00	
4230									
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		11.03	.00	ALM SPR ENAMEL
4 /20	10/18/19	21		64292	0345 MORGAN & SLATES,		17.24	.00	ALLEGIS HIGE WELD
TOTAL						.00	28.27	.00	
4310									
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		9.77	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		9.77	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		9.77	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		63.56	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		63.56	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		73.56	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		70.06	.00	UNIFORMS
4 /20	10/18/19	21	9752	-01 64267	6869 WELLS FARGO BANK		700.80	-700.80	TEMP LABOR BLANKET PO
TOTAL						.00	1,000.85	-700.80	
4340									
4 /20	10/18/19	21		64265	6685 DIRECTTV		10.75	.00	10/05/19-11/04/19
TOTAL						.00	10.75	.00	
TOTAL						.00	1,789.87	-700.80	
TOTAL						.00	1,789.87	-700.80	

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CITY OF LEMOORE  
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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
					OPERATING SUPPLIES				
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		13.38	.00	SAW BLADES/BULBS
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		15.00	.00	WARDED LOCK
TOTAL					OPERATING SUPPLIES	.00	28.38	.00	
4230									
					REPAIR/MAINT SUPPLIES				
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		40.73	.00	PWR NOZZLE
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		98.16	.00	LEV KITCH FAUCET/ELEC
4 /20	10/18/19	21		64254	2410 BENNETT & BENNETT		107.33	.00	PREMIER PLUG
4 /20	10/18/19	21	9922	-01 64308	6157 SHAR - CRAFT INC		1,688.40	-1,688.40	MSC678356-442 SPK 2-1/2"
4 /20	10/18/19	21	9922	-02 64308	6157 SHAR - CRAFT INC		554.40	-554.40	TPC084492-LUBRI CUP-VG MI
4 /20	10/18/19	21	9922	-03 64308	6157 SHAR - CRAFT INC		20.28	-20.28	FREIGHT
4 /20	10/18/19	21	9922	-03 64308	6157 SHAR - CRAFT INC		28.98	-28.98	FREIGHT
4 /20	10/18/19	21	9922	-04 64308	6157 SHAR - CRAFT INC		42.30	-42.30	TAX
4 /20	10/18/19	21	9922	-04 64308	6157 SHAR - CRAFT INC		123.88	-123.88	TAX
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		1.20	.00	NUTS & BOLTS
TOTAL					REPAIR/MAINT SUPPLIES	.00	2,705.66	-2,458.24	
4310									
					PROFESSIONAL CONTRACT SVC				
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		48.73	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		68.38	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		53.38	.00	UNIFORMS
4 /20	10/18/19	21		64247	2653 AMERIPRIDE		55.23	.00	UNIFORMS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	225.72	.00	
4310LAB									
					LABS FOR TESTING - PROF				
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		40.00	-40.00	ANALYTICAL TESTING OF WWT
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		40.00	-40.00	ANALYTICAL TESTING OF WWT
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		100.00	-100.00	ANALYTICAL TESTING OF WWT
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		100.00	-100.00	ANALYTICAL TESTING OF WWT
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		100.00	-100.00	ANALYTICAL TESTING OF WWT
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		105.00	-105.00	ANALYTICAL TESTING OF WWT
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		110.00	-110.00	ANALYTICAL TESTING OF WWT
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		190.00	-190.00	ANALYTICAL TESTING OF WWT
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		190.00	-190.00	ANALYTICAL TESTING OF WWT
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		210.00	-210.00	ANALYTICAL TESTING OF WWT
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		260.00	-260.00	ANALYTICAL TESTING OF WWT
4 /20	10/18/19	21	9825	-01 64291	6245 MOORE TWINING AS		550.00	-550.00	ANALYTICAL TESTING OF WWT
TOTAL					LABS FOR TESTING - PROF	.00	1,995.00	-1,995.00	
4340									
					UTILITIES				
4 /20	10/18/19	21		64265	6685 DIRECTTV		10.75	.00	10/05/19-11/04/19
TOTAL					UTILITIES	.00	10.75	.00	
TOTAL					SEWER	.00	4,965.51	-4,453.24	
TOTAL					SEWER& STORM WTR DRAINAGE	.00	4,965.51	-4,453.24	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									UTILITIES

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		29.95	.00	KEYS FOR FINANCE
TOTAL						.00	29.95	.00	
TOTAL						.00	29.95	.00	
TOTAL						.00	29.95	.00	



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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 160 - 2016 BOND FUND  
BUDGET UNIT - 5202 - TTHM PROJECT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21	9915	-01 64324	7071 VANIR CONSTRUCTI		8,835.00	-8,835.00	TTHM- PROJECT MANAGEMENT
TOTAL						.00	8,835.00	-8,835.00	
TOTAL						.00	8,835.00	-8,835.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 160 - 2016 BOND FUND  
BUDGET UNIT - 5203 - NEW SOUTHEAST WELL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21	9771	-01 64300	0876 QUAD KNOPF, INC.		22,006.86	-22,006.86	PROJECT #160238 SOUTHEAST
TOTAL						.00	22,006.86	-22,006.86	
TOTAL						.00	22,006.86	-22,006.86	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21 9773	-01 64300		0876 QUAD KNOPF, INC.		1,746.63	-1,746.63	PROJECT #160239 WATER TAN
4 /20	10/18/19	21 9773	-01 64300		0876 QUAD KNOPF, INC.		3,046.05	-3,046.05	PROJECT #160239 WATER TAN
TOTAL						.00	4,792.68	-4,792.68	
4317									
4 /20	10/18/19	21 9861	-01 64312		7039 SPIESS CONSTRUCT		138,202.62	-138,202.62	WATER THANK 7 P. O. CARRY
TOTAL						.00	138,202.62	-138,202.62	
TOTAL						.00	142,995.30	-142,995.30	
TOTAL						.00	173,837.16	-173,837.16	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 28  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		47.18	.00	1"BY PRUNER/28' FORGE
TOTAL						.00	47.18	.00	
TOTAL					LLMD ZONE 1 WESTFIELD	.00	47.18	.00	
TOTAL					LLMD ZONE 1	.00	47.18	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 29  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	10/18/19			64287	0304 LEMOORE HARDWARE		6.59	.00	1"BY PRUNER/28' FORGE
4 /20							6.59	.00	
TOTAL						.00			
							6.59	.00	
TOTAL						.00			
							6.59	.00	
TOTAL						.00			
							6.59	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 30  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 205 - LLMD ZONE 5 WILDFLOWER  
BUDGET UNIT - 4855 - LLMD ZONE 5 WILDFLOWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		1.08	.00	1"BY PRUNER/28' FORGE
TOTAL			OPERATING SUPPLIES			.00	1.08	.00	
TOTAL			LLMD ZONE 5 WILDFLOWER			.00	1.08	.00	
TOTAL			LLMD ZONE 5 WILDFLOWER			.00	1.08	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		.63	.00	1"BY PRUNER/28' FORGE
TOTAL			OPERATING SUPPLIES			.00	.63	.00	
TOTAL			LLMD ZONE 6 CAPISTRANO			.00	.63	.00	
TOTAL			LLMD ZONE 6 CAPISTRANO			.00	.63	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 207 - LLMD ZONE 7 SILVERADO  
BUDGET UNIT - 4857 - LLMD ZONE 7 SILVERADO

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		2.76	.00	1"BY PRUNER/28' FORGE
TOTAL						.00	2.76	.00	
TOTAL						.00	2.76	.00	
TOTAL						.00	2.76	.00	



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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 208A - LLMD ZONE 8 COUNTRY CLUB  
BUDGET UNIT - 4858A - LLMD ZONE 8 COUNTRY CLUB

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		1.81	.00	1"BY PRUNER/28' FORGE
TOTAL						.00	1.81	.00	
TOTAL						.00	1.81	.00	
TOTAL						.00	1.81	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		3.02	.00	1"BY PRUNER/28' FORGE
TOTAL						.00	3.02	.00	
TOTAL						.00	3.02	.00	
TOTAL						.00	3.02	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 209 - LLMD ZONE 9 LA DANTE ROSE  
BUDGET UNIT - 4859 - LLMD ZONE 9 LA DANTE ROSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		2.62	.00	1"BY PRUNER/28' FORGE
TOTAL			OPERATING SUPPLIES			.00	2.62	.00	
TOTAL			LLMD ZONE 9 LA DANTE ROSE			.00	2.62	.00	
TOTAL			LLMD ZONE 9 LA DANTE ROSE			.00	2.62	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	10/18/19								
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		9.09	.00	1"BY PRUNER/28' FORGE
TOTAL						.00	9.09	.00	
TOTAL						.00	9.09	.00	
TOTAL						.00	9.09	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 37  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 211 - LLMD ZONE 11 SELF HELP EN  
BUDGET UNIT - 4861 - LLMD ZONE 11 SELF HELP EN

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		1.32	.00	1"BY PRUNER/28' FORGE
TOTAL			OPERATING SUPPLIES			.00	1.32	.00	
TOTAL			LLMD ZONE 11 SELF HELP EN			.00	1.32	.00	
TOTAL			LLMD ZONE 11 SELF HELP EN			.00	1.32	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	10/18/19								
4 /20	10/18/19	21		64287	0304 LEMOORE HARDWARE		12.39	.00	1"BY PRUNER/28' FORGE
TOTAL						.00	12.39	.00	
TOTAL						.00	12.39	.00	
TOTAL						.00	12.39	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 39  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 213 - LLMD ZONE 13 CORNERSTONE  
BUDGET UNIT - 4863 - LLMD ZONE 13 CORNERSTONE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	10/18/19			64287	0304 LEMOORE HARDWARE		1.58	.00	1"BY PRUNER/28' FORGE
4 /20							1.58	.00	
TOTAL						.00			
TOTAL						.00	1.58	.00	
TOTAL						.00	1.58	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21	9878	-01 64300	0876 QUAD KNOPF, INC.		316.14	-316.14	PFMD ZONE1
TOTAL						.00	316.14	-316.14	
TOTAL						.00	316.14	-316.14	
TOTAL						.00	316.14	-316.14	



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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21	9878	-02 64300	0876 QUAD KNOPF, INC.		531.50	-531.50	PFMD ZONE 2
TOTAL						.00	531.50	-531.50	
TOTAL						.00	531.50	-531.50	
TOTAL						.00	531.50	-531.50	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 42  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21	9878	-03 64300	0876 QUAD KNOPF, INC.		180.16	-180.16	PFMD ZONE 3
TOTAL						.00	180.16	-180.16	
TOTAL						.00	180.16	-180.16	
TOTAL						.00	180.16	-180.16	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 43  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21	9878	-04 64300	0876 QUAD KNOPF, INC.		200.60	-200.60	PFMD ZONE 4
TOTAL						.00	200.60	-200.60	
TOTAL						.00	200.60	-200.60	
TOTAL						.00	200.60	-200.60	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 44  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21	9878	-05 64300	0876 QUAD KNOPF, INC.		137.03	-137.03	PFMD ZONE 5
TOTAL						.00	137.03	-137.03	
TOTAL						.00	137.03	-137.03	
TOTAL						.00	137.03	-137.03	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 256 - PFMD ZONE 6  
BUDGET UNIT - 4876 - PFMD ZONE 6

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/18/19	21	9878	-06 64300	0876 QUAD KNOPF, INC.		256.56	-256.56	PFMD ZONE 6
TOTAL						.00	256.56	-256.56	
TOTAL						.00	256.56	-256.56	
TOTAL						.00	256.56	-256.56	
TOTAL						.00	256.56	-256.56	
TOTAL						.00	355,864.07	-326,012.76	

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CITY OF LEMOORE  
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch='VM101819'  
ACCOUNTING PERIOD: 4/20

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
4 /20	10/18/19	21	64328	T1544 VOLUNTEERS IN POLICI		480.00	COMMUNITY SWAP MEET19
4 /20	10/18/19	21	64264	2399 DEPARTMENT OF JUSTIC		727.00	FINGERPRINTS
TOTAL			ACCOUNTS PAYABLE		.00	1,207.00	
2283			VOLUNTEERS IN POLICING				
4 /20	10/18/19	21	64328	T1544 VOLUNTEERS IN POLICI	480.00		COMMUNITY SWAP MEET19
TOTAL			VOLUNTEERS IN POLICING		480.00	.00	
2285			LIVE SCAN DEPOSITS--PD				
4 /20	10/18/19	21	64264	2399 DEPARTMENT OF JUSTIC	727.00		FINGERPRINTS
TOTAL			LIVE SCAN DEPOSITS--PD		727.00	.00	
TOTAL			GENERAL FUND		1,207.00	1,207.00	
TOTAL REPORT					1,207.00	1,207.00	

# Warrant Register 10-24-19

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## CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4980									
									LEGAL EXPENSE
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		47.73	.00	PROFESSIONAL SERVICES
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		85.75	.00	PROFESSIONAL SERVICES
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		240.10	.00	PROFESSIONAL SERVICES
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		4,081.70	.00	PROFESSIONAL SERVICES
TOTAL						.00	4,455.28	.00	
									LEGAL EXPENSE
TOTAL						.00	4,455.28	.00	
									CITY COUNCIL
TOTAL						.00	4,455.28	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /20	10/24/19	21		64403	5396 OFFICE DEPOT		13.18	.00	OFFICE SUPPLIES
4 /20	10/24/19	21		64403	5396 OFFICE DEPOT		14.95	.00	OFFICE SUPPLIES
TOTAL					OPERATING SUPPLIES	.00	28.13	.00	
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/24/19	21	9840	-01 64372	6377 THE CRISCOM COMP		3,750.00	-3,750.00	CONTRACT SERVICES BILLED
TOTAL					PROFESSIONAL CONTRACT SVC	.00	3,750.00	-3,750.00	
4340					UTILITIES				
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		124.17	.00	09/05/19-10/04/19
TOTAL					UTILITIES	.00	124.17	.00	
4980					LEGAL EXPENSE				
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		1,944.74	.00	PROFESSIONAL SERVICES
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		2,227.35	.00	PROFESSIONAL SERVICES
TOTAL					LEGAL EXPENSE	.00	4,172.09	.00	
TOTAL					CITY MANAGER	.00	8,074.39	-3,750.00	



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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/24/19	21		64395	4062 KINGS COUNTY		72.00	.00	RECORDING FEES
4 /20	10/24/19	21	9999	-01 64419	5352 SHRED-IT USA, IN		546.00	-546.00	ON-SITE PURGE- 47 BOXES
4 /20	10/24/19	21	9999	-02 64419	5352 SHRED-IT USA, IN		73.71	-73.71	FUEL SURCHARGE
4 /20	10/24/19	21	9999	-03 64419	5352 SHRED-IT USA, IN		53.51	-53.51	RECYCLING SURCHARGE
TOTAL					PROFESSIONAL CONTRACT SVC	.00	745.22	-673.22	
TOTAL					CITY CLERK'S OFFICE	.00	745.22	-673.22	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4  
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
4 /20	10/24/19	21		64403	5396 OFFICE DEPOT		63.11	.00	OFFICE SUPPLIES
TOTAL						.00	63.11	.00	
4310									
4 /20	10/24/19	21 9734	-01	64409	6316 PRICE PAIGE & CO		30,735.00	-30,735.00	CONSULTING SERVICES
TOTAL						.00	30,735.00	-30,735.00	
4980									
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		771.75	.00	PROFESSIONAL SERVICES
TOTAL						.00	771.75	.00	
TOTAL						.00	31,569.86	-30,735.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4980									
					LEGAL EXPENSE				
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		1,663.55	.00	PROFESSIONAL SERVICES
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		51.45	.00	PROFESSIONAL SERVICES
TOTAL					LEGAL EXPENSE	.00	1,715.00	.00	
TOTAL					PLANNING	.00	1,715.00	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
4 /20	10/24/19	21	9788	-01 64433	1547 VERITIV OPERATIN		18.56	-18.56	BUILDINGS SUPPLIES
4 /20	10/24/19	21	9788	-01 64433	1547 VERITIV OPERATIN		96.73	-96.73	BUILDINGS SUPPLIES
4 /20	10/24/19	21	9788	-01 64433	1547 VERITIV OPERATIN		413.30	-413.30	BUILDINGS SUPPLIES
TOTAL						.00	528.59	-528.59	
4310									
									PROFESSIONAL CONTRACT SVC
4 /20	10/24/19	21		64386	7068 CRISTINA HERNAND		600.00	.00	JANITORIAL WORK
TOTAL						.00	600.00	.00	
4340									
									UTILITIES
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		38.96	.00	09/05/19-10/04/19
TOTAL						.00	38.96	.00	
TOTAL						.00	1,167.55	-528.59	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4360					TRAINING				
4 /20	10/24/19	21		64418	5122 ALVARO SANTOS		247.00	.00	PER DIEM
4 /20	10/24/19	21 9986	-01	64369	6075 CITY OF FRESNO P		1,816.00	-1,816.00	BASIC MOTORCYCLE TRAINING
TOTAL		TRAINING				.00	2,063.00	-1,816.00	
4980					LEGAL EXPENSE				
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		250.85	.00	PROFESSIONAL SERVICES
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		137.20	.00	PROFESSIONAL SERVICES
TOTAL		LEGAL EXPENSE				.00	388.05	.00	
TOTAL		POLICE				.00	2,451.05	-1,816.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
					OPERATING SUPPLIES				
4 /20	10/24/19	21		64398	0304 LEMOORE HARDWARE		27.85	.00	CLR SHIP TAPE
4 /20	10/24/19	21		64370	7058 COMCAST		52.02	.00	10/13/19-11/12/19
4 /20	10/24/19	21	9885	-01 64375	0126 L.N. CURTIS & SO		408.00	-408.00	90130 STRMLIT/NICAD PACK
4 /20	10/24/19	21	9885	-02 64375	0126 L.N. CURTIS & SO		204.00	-204.00	45937 STRMLIT/BATTERY FOR
4 /20	10/24/19	21	9885	-03 64375	0126 L.N. CURTIS & SO		44.37	-44.37	SALES TAX
TOTAL					OPERATING SUPPLIES	.00	736.24	-656.37	
4230									
					REPAIR/MAINT SUPPLIES				
4 /20	10/24/19	21	9885	-04 64375	0126 L.N. CURTIS & SO		16.60	-16.60	TRANSPORTATION
4 /20	10/24/19	21		64397	0314 LEMOORE AUTO SUP		117.80	.00	BATTERY-SILVER
4 /20	10/24/19	21		64398	0304 LEMOORE HARDWARE		22.15	.00	PAINT ROLLER TRAY
4 /20	10/24/19	21		64397	0314 LEMOORE AUTO SUP		35.38	.00	MANUAL HOSE REEL
4 /20	10/24/19	21		64398	0304 LEMOORE HARDWARE		45.43	.00	2PK 1/4 "MAL T AUTO P
4 /20	10/24/19	21		64398	0304 LEMOORE HARDWARE		83.19	.00	FOAM COVER
TOTAL					REPAIR/MAINT SUPPLIES	.00	320.55	-16.60	
4310									
					PROFESSIONAL CONTRACT SVC				
4 /20	10/24/19	21	9991	-01 64373	6879 CSFEWBC-VLSA		5,250.00	-5,250.00	2018/2019 ANNUAL CONTRIBU
TOTAL					PROFESSIONAL CONTRACT SVC	.00	5,250.00	-5,250.00	
4340									
					UTILITIES				
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		121.05	.00	09/05/19-10/04/19
TOTAL					UTILITIES	.00	121.05	.00	
TOTAL					FIRE	.00	6,427.84	-5,922.97	

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ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		128.92	.00	09/05/19-10/04/19
TOTAL						.00	128.92	.00	
TOTAL						.00	128.92	.00	

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ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/24/19	21	9985	-01 64411	0876 QUAD KNOPF, INC.		1,294.89	-1,294.89	MARCH-APRIL SERVICES
TOTAL						.00	1,294.89	-1,294.89	
4340									
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		42.49	.00	09/05/19-10/04/19
TOTAL						.00	42.49	.00	
TOTAL						.00	1,337.38	-1,294.89	



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ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340					UTILITIES				
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		.32	.00	09/05/19-10/04/19
4 /20	10/24/19	21		64362	3072 CA DEPARTMENT OF		2,524.59	.00	SIGNALS & LIGHTIN
TOTAL					UTILITIES	.00	2,524.91	.00	
TOTAL					STREETS	.00	2,524.91	.00	

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ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /20	10/24/19	21		64398	0304 LEMOORE HARDWARE		9.11	.00	2-1/2 SECURITY HASP
4 /20	10/24/19	21		64420	6117 SIGNWORKS		142.70	.00	ALUMINUM BLANK 18X24
4 /20	10/24/19	21		64356	6081 ALL AMERICAN POO		82.04	.00	25# 3 " TABS GLB
TOTAL					OPERATING SUPPLIES	.00	233.85	.00	
4340					UTILITIES				
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		.32	.00	09/05/19-10/04/19
4 /20	10/24/19	21		0568159OCT19	0363 PG&E		732.37	.00	09/10/19-10/08/19
TOTAL					UTILITIES	.00	732.69	.00	
TOTAL					PARKS	.00	966.54	.00	

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ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /20	10/24/19	21		64359	7031 BEST BUY MARKET		18.14	.00	SUPPLIES
4 /20	10/24/19	21		64359	7031 BEST BUY MARKET		41.44	.00	GOLF TOURNAMENT
4 /20	10/24/19	21		64407	5829 JONES BOYS, LLC		32.18	.00	2X3 BANNER
4 /20	10/24/19	21		64359	7031 BEST BUY MARKET		26.62	.00	FLAG FOOTBALL CONCES
4 /20	10/24/19	21		64359	7031 BEST BUY MARKET		82.41	.00	FLAG FOOTBALL CONCESS
4 /20	10/24/19	21		64421	0419 SMART & FINAL		69.45	.00	YOUTH DANCE
4 /20	10/24/19	21		64421	0419 SMART & FINAL		81.35	.00	FLAG FOOTBALL
4 /20	10/24/19	21		64359	7031 BEST BUY MARKET		87.57	.00	YOUTH DANCE
TOTAL					OPERATING SUPPLIES	.00	439.16	.00	
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/24/19	21		64382	6928 EXIQUIO GARCIA		96.00	.00	RECREATION LEADER
4 /20	10/24/19	21		64423	6283 ERIK SURWILL		144.00	.00	CMC ATTENDANT
4 /20	10/24/19	21		64413	7112 RICHARD CASTILLO		1,056.00	.00	BUILDING ATTENDANT
4 /20	10/24/19	21		64367	6888 JESSE CHAVARRIA		300.00	.00	ADULT SOFTBALL UMPIRE
4 /20	10/24/19	21		64361	6099 BOCKYN, LLC		250.00	.00	NOV 2019 SOFT MAINT
4 /20	10/24/19	21		64366	6865 HANNESLTHILL CAM		270.00	.00	BUILDING ATTENDANT
4 /20	10/24/19	21		64363	6848 ADRIAN CALDERA		198.00	.00	RECREATION LEADER
TOTAL					PROFESSIONAL CONTRACT SVC	.00	2,314.00	.00	
4340					UTILITIES				
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		141.43	.00	09/05/19-10/04/19
TOTAL					UTILITIES	.00	141.43	.00	
TOTAL					RECREATION	.00	2,894.59	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		75.77	.00	09/05/19-10/04/19
TOTAL						.00	75.77	.00	
TOTAL						.00	75.77	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/24/19	21		64429	T2185 UNITED HEALTH CE		200.00	.00	PREEMPLOYMENT PHYSI
TOTAL						.00	200.00	.00	
4980									
4 /20	10/24/19	21		64412	5069 REGIONAL ADJUSTM		1,730.61	.00	PROFESSIONAL SERVICES
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		5,196.45	.00	PROFESSIONAL SERVICES
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		51.45	.00	PROFESSIONAL SERVICES
TOTAL						.00	6,978.51	.00	
TOTAL						.00	7,178.51	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 5712 - REGIONAL DISPATCH CENTER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/24/19	21	9815	-01 64425	6933 TETER, LLP		3,407.92	-3,407.92	ARCHITECT SERVICES 2020
TOTAL						.00	3,407.92	-3,407.92	
TOTAL					REGIONAL DISPATCH CENTER	.00	3,407.92	-3,407.92	
TOTAL					GENERAL FUND	.00	75,120.73	-48,128.59	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

FUND - 034 - GAS TAX SECTION 2103  
BUDGET UNIT - 5002 - HFD/ARM RD SLURRY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/24/19	21 9987	-01 64411		0876 QUAD KNOPF, INC.		11,330.67	-11,330.67	HANFORD ARMONA ROAD PROJE
TOTAL						.00	11,330.67	-11,330.67	
TOTAL						.00	11,330.67	-11,330.67	
TOTAL						.00	11,330.67	-11,330.67	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /20	10/24/19	21	9981	-02 64394	0252 KINGS AUTO SUPPL		528.18	-528.18	OIL FILTERS
4 /20	10/24/19	21		64388	6715 INTERSTATE BILLI		111.19	.00	ELEMENT- FUEL PACCAR
4 /20	10/24/19	21		64374	5289 CUMMINS PACIFIC,		87.71	.00	PAC, FF
4 /20	10/24/19	21	9751	-01 64383	0068 GARY V. BURROWS,		155.41	-155.41	OIL BLANKET PO
4 /20	10/24/19	21	1000	-01 64428	5379 TURF STAR		612.15	-612.15	MOWER PARTS
4 /20	10/24/19	21		64358	1908 BATTERY SYSTEMS,		399.88	.00	BATTERIES
4 /20	10/24/19	21		64417	0535 RUCKSTELL CALIF		430.82	.00	HIGH PRESSURE FILTER
4 /20	10/24/19	21		64371	6374 COOK'S COMMUNICA		185.08	.00	KENWOOD MIL-SPEC STAN
TOTAL					OPERATING SUPPLIES	.00	2,510.42	-1,295.74	
4230					REPAIR/MAINT SUPPLIES				
4 /20	10/24/19	21		64374	5289 CUMMINS PACIFIC,		27.97	.00	HOSE, PLAIN
4 /20	10/24/19	21		64385	6146 HANFORD CHRYSLER		41.41	.00	AC ROD GAS
4 /20	10/24/19	21		64374	5289 CUMMINS PACIFIC,		-269.94	.00	TURBO
4 /20	10/24/19	21		64374	5289 CUMMINS PACIFIC,		-251.29	.00	KIT, VG TRU ACT SERVI
4 /20	10/24/19	21	9990	-01 64374	5289 CUMMINS PACIFIC,		2,661.50	-2,661.50	TURBOCHARGER KIT WITH HAR
4 /20	10/24/19	21	9996	-01 64358	1908 BATTERY SYSTEMS,		1,004.90	-1,004.90	BATTERY'S FOR ELECTRONIC S
4 /20	10/24/19	21	9997	-01 64358	1908 BATTERY SYSTEMS,		1,004.90	-1,004.90	BATTERY'S FOR ELECTRONIC
4 /20	10/24/19	21	9998	-01 64388	6715 INTERSTATE BILLI		803.26	-803.26	ELECTRONIC PEDAL FOR TRUC
TOTAL					REPAIR/MAINT SUPPLIES	.00	5,022.71	-5,474.56	
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/24/19	21		64357	2653 AMERIPRIDE		49.87	.00	UNIFORMS
4 /20	10/24/19	21		64376	0136 DEPT. OF TOXIC S		207.50	.00	ANNUAL FEE
4 /20	10/24/19	21		64364	7129 CALIFORNIA DEPAR		1,152.00	.00	ALTERNATIVE FUEL DECA
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,409.37	.00	
4340					UTILITIES				
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		58.26	.00	09/05/19-10/04/19
TOTAL					UTILITIES	.00	58.26	.00	
4350					REPAIR/MAINT SERVICES				
4 /20	10/24/19	21		64389	3088 JONES TOWING, IN		130.00	.00	TOWING
4 /20	10/24/19	21	9753	-01 64360	0056 BILLINGSLEY TIRE		20.00	-20.00	TIRE REPAIR/REPLACEMENT B
4 /20	10/24/19	21	9753	-01 64360	0056 BILLINGSLEY TIRE		432.93	-432.93	TIRE REPAIR/REPLACEMENT B
4 /20	10/24/19	21	9753	-01 64360	0056 BILLINGSLEY TIRE		1,060.24	-1,060.24	TIRE REPAIR/REPLACEMENT B
4 /20	10/24/19	21	9995	-01 64400	6652 LK UNLIMITED		601.93	-601.93	REPAIR OF FIRE TRUCK #9
4 /20	10/24/19	21	9988	-01 64374	5289 CUMMINS PACIFIC,		29,447.20	-29,447.20	REPAIRS ON #115
4 /20	10/24/19	21	9989	-01 64374	5289 CUMMINS PACIFIC,		4,142.81	-4,142.81	REPAIRS ON #115
4 /20	10/24/19	21	9832	-01 64384	5181 HAAKER EQUIPMENT		163.56	-163.56	SWEEPER PARTS
4 /20	10/24/19	21	9832	-01 64384	5181 HAAKER EQUIPMENT		926.89	-926.89	SWEEPER PARTS
TOTAL					REPAIR/MAINT SERVICES	.00	36,925.56	-36,795.56	
TOTAL					FLEET MAINTENANCE	.00	45,926.32	-43,565.86	
TOTAL					FLEET MAINTENANCE	.00	45,926.32	-43,565.86	



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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350									REPAIR/MAINT SERVICES

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='vm102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000P									
4 /20	10/24/19	21		64427	6450 TITLEIST		185.11	.00	T0001S
4 /20	10/24/19	21		64402	6588 MIZUNO		132.00	.00	WHITE SATIN
4 /20	10/24/19	21		64402	6588 MIZUNO		126.00	.00	BLUE IP 30-10
4 /20	10/24/19	21		64365	6476 CALLAWAY		77.40	.00	OPTIAT 2 DR SHAFT DR
4 /20	10/24/19	21		64427	6450 TITLEIST		-28.50	.00	PERMA-SOFT MENS
TOTAL						.00	492.01	.00	
4220M									
4 /20	10/24/19	21		64404	0361 ORTON'S EQUIPMEN		300.14	.00	PARTS
TOTAL						.00	300.14	.00	
4309									
4 /20	10/24/19	21		64415	T1885 TOM RINGER		15,488.99	.00	PAYROLL
TOTAL						.00	15,488.99	.00	
4310									
4 /20	10/24/19	21	9797	-01 64414	6548 TOM RINGER		6,500.00	-6,500.00	TOTAL YEARLY ANNUAL MANAG
4 /20	10/24/19	21	9798	-02 64436	7014 STEPHANIE GREGOR		700.00	-700.00	ANNUAL BILLBOARD COSTS ON
4 /20	10/24/19	21	9798	-02 64436	7014 STEPHANIE GREGOR		775.00	-775.00	ANNUAL BILLBOARD COSTS ON
TOTAL						.00	7,975.00	-7,975.00	
4340									
4 /20	10/24/19	21		64406	0363 PG&E		8,962.18	.00	09/06/19-10/06/19
TOTAL						.00	8,962.18	.00	
4350									
4 /20	10/24/19	21		64424	6812 TERMINIX PROCESS		52.00	.00	PEST CONTROL
TOTAL						.00	52.00	.00	
4382									
4 /20	10/24/19	21	9846	-01 64408	6447 PNC EQUIPMENT FI		4,491.03	-4,491.03	GOLF CART FLEET LEASE
TOTAL						.00	4,491.03	-4,491.03	
TOTAL						.00	37,761.35	-12,466.03	
TOTAL						.00	37,761.35	-12,466.03	

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EXPENDITURE TRANSACTION ANALYSIS

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ACCOUNTING PERIOD: 4/20

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
4 /20	10/24/19	21	9993	-01 64435	5277 VISA PETROLEUM		844.25	-844.25	PROD 2006 GUARDIAN DEEP W
4 /20	10/24/19	21	9993	-02 64435	5277 VISA PETROLEUM		61.21	-61.21	SALES TAX
4 /20	10/24/19	21		64379	5866 FASTENAL COMPANY		93.96	.00	BIG BOOT SCRUSHER
4 /20	10/24/19	21		64397	0314 LEMOORE AUTO SUP		3.86	.00	WASHER FLUID BUG
4 /20	10/24/19	21		64397	0314 LEMOORE AUTO SUP		4.57	.00	SANDPAPER
4 /20	10/24/19	21		64398	0304 LEMOORE HARDWARE		4.82	.00	GAP & CRACK FOAM
4 /20	10/24/19	21		64398	0304 LEMOORE HARDWARE		7.28	.00	QT BAR & CHAIN OIL
4 /20	10/24/19	21		64397	0314 LEMOORE AUTO SUP		14.99	.00	HOT RIM ALL WHL CLNR
4 /20	10/24/19	21		64397	0314 LEMOORE AUTO SUP		11.74	.00	OIL-DRI
4 /20	10/24/19	21		64398	0304 LEMOORE HARDWARE		33.75	.00	DEMOLITI BLADE
4 /20	10/24/19	21		64397	0314 LEMOORE AUTO SUP		22.49	.00	HOT RIM ALL WHL CLNR
4 /20	10/24/19	21		64397	0314 LEMOORE AUTO SUP		25.72	.00	WD-40
4 /20	10/24/19	21		64398	0304 LEMOORE HARDWARE		26.03	.00	WHT TWINE
4 /20	10/24/19	21		64379	5866 FASTENAL COMPANY		442.87	.00	PER KEVIN SALINAS
TOTAL						.00	1,597.54	-905.46	
4220CH									
									CHLORINE OPERATING SUPPLY
4 /20	10/24/19	21	9830	-01 64431	6058 UNIVAR		948.08	-948.08	BLANKET PO 12.5% SODIUM H
4 /20	10/24/19	21	9830	-01 64431	6058 UNIVAR		1,113.55	-1,113.55	BLANKET PO 12.5% SODIUM H
4 /20	10/24/19	21	9830	-01 64431	6058 UNIVAR		1,841.62	-1,841.62	BLANKET PO 12.5% SODIUM H
4 /20	10/24/19	21	9830	-01 64431	6058 UNIVAR		2,089.82	-2,089.82	BLANKET PO 12.5% SODIUM H
4 /20	10/24/19	21	9830	-01 64431	6058 UNIVAR		2,338.03	-2,338.03	BLANKET PO 12.5% SODIUM H
4 /20	10/24/19	21	9830	-01 64431	6058 UNIVAR		2,503.49	-2,503.49	BLANKET PO 12.5% SODIUM H
TOTAL						.00	10,834.59	-10,834.59	
4230									
									REPAIR/MAINT SUPPLIES
4 /20	10/24/19	21		64397	0314 LEMOORE AUTO SUP		25.71	.00	SILCN GSKT MAKR
4 /20	10/24/19	21		64397	0314 LEMOORE AUTO SUP		12.86	.00	WD-40
4 /20	10/24/19	21		64397	0314 LEMOORE AUTO SUP		18.21	.00	WD-40/PRMR-SAND
TOTAL						.00	56.78	.00	
4320									
									MEETINGS & DUES
4 /20	10/24/19	21	9992	-01 64422	6886 SOUTH FORK KINGS		55,392.00	-55,392.00	FY 19-20 ASSESSMENT FOR O
TOTAL						.00	55,392.00	-55,392.00	
4340									
									UTILITIES
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		716.83	.00	09/05/19-10/04/19
TOTAL						.00	716.83	.00	
4380									
									RENTALS & LEASES
4 /20	10/24/19	21		64430	1664 UNITED RENTALS		-536.47	.00	RENTAL
4 /20	10/24/19	21		64430	1664 UNITED RENTALS		-134.11	.00	RENTAL
4 /20	10/24/19	21	9994	-01 64430	1664 UNITED RENTALS		1,299.81	-1,299.81	SKID STEER TRACK LOADER
4 /20	10/24/19	21	9994	-02 64430	1664 UNITED RENTALS		603.20	-603.20	SKID STEER BRUSH MOWER AT
4 /20	10/24/19	21	9994	-03 64430	1664 UNITED RENTALS		14.27	-14.27	CA PERSONAL PROP TAX REIM
4 /20	10/24/19	21	9994	-04 64430	1664 UNITED RENTALS		285.45	-285.45	RENTAL PROTECTION WARRANT

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
					(cont'd)				
4 /20	10/24/19	21 9994	-05 64430		1664 UNITED RENTALS		311.00	-311.00	SHIPPING
4 /20	10/24/19	21 9994	-06 64430		1664 UNITED RENTALS		150.27	-150.27	TAX
TOTAL					RENTALS & LEASES	.00	1,993.42	-2,664.00	
TOTAL					WATER	.00	70,591.16	-69,796.05	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
4 /20	10/24/19	21		64403	5396 OFFICE DEPOT		23.78	.00	OFFICE SUPPLIES
4 /20	10/24/19	21		64403	5396 OFFICE DEPOT		63.10	.00	OFFICE SUPPLIES
TOTAL						.00	86.88	.00	
4310									
									PROFESSIONAL CONTRACT SVC
4 /20	10/24/19	21 9964	-01	64410	6729 PRIDESTAFF, INC.		641.25	-641.25	ACCOUNT CLERK- 4 WEEKS
4 /20	10/24/19	21 9964	-01	64410	6729 PRIDESTAFF, INC.		697.50	-697.50	ACCOUNT CLERK- 4 WEEKS
TOTAL						.00	1,338.75	-1,338.75	
TOTAL						.00	1,425.63	-1,338.75	UTILITY OFFICE

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/24/19	21	9729	-01 64393	7032 KAWEAH PUMP, INC		35,670.40	-35,670.40	FEET OF 18" OD LCS 0.500'
4 /20	10/24/19	21	9729	-02 64393	7032 KAWEAH PUMP, INC		8,598.00	-8,598.00	FEET OF 14' OD LCS 0.500"
4 /20	10/24/19	21	9729	-03 64393	7032 KAWEAH PUMP, INC		2,685.18	-2,685.18	CUSTOM WELL PLATE 1" THIC
4 /20	10/24/19	21	9729	-04 64393	7032 KAWEAH PUMP, INC		3,500.00	-3,500.00	14" AND 18" ALIGNMENT TOO
4 /20	10/24/19	21	9729	-05 64393	7032 KAWEAH PUMP, INC		6,000.00	-6,000.00	18 ELEVATORS
4 /20	10/24/19	21	9729	-06 64393	7032 KAWEAH PUMP, INC		662.50	-662.50	LABOR 1 WELDER
4 /20	10/24/19	21	9729	-07 64393	7032 KAWEAH PUMP, INC		21,000.00	-21,000.00	LABOR 3 MAN RIG CREW
4 /20	10/24/19	21	9729	-08 64393	7032 KAWEAH PUMP, INC		4,092.88	-4,092.88	SALES TAX
TOTAL					PROFESSIONAL CONTRACT SVC	.00	82,208.96	-82,208.96	
TOTAL					WELL MECHANICAL	.00	82,208.96	-82,208.96	
TOTAL					WATER	.00	154,225.75	-153,343.76	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230					REPAIR/MAINT SUPPLIES				
4 /20	10/24/19	21		64381	6751 FURTADO WELDING		145.38	.00	BI MIX 75/25 LARGE K
4 /20	10/24/19	21		64381	6751 FURTADO WELDING		163.11	.00	GRINDING WHEEL 4-1/2X
4 /20	10/24/19	21 9931	-02	64387	7037 IMPACT PLASTICS,		2,038.81	-2,038.81	DUMPTER LIDS
TOTAL					REPAIR/MAINT SUPPLIES	.00	2,347.30	-2,038.81	
4310					PROFESSIONAL CONTRACT SVC				
4 /20	10/24/19	21		64357	2653 AMERIPRIDE		9.77	.00	UNIFORMS
4 /20	10/24/19	21 9752	-01	64378	6869 WELLS FARGO BANK		700.80	-700.80	TEMP LABOR BLANKET PO
TOTAL					PROFESSIONAL CONTRACT SVC	.00	710.57	-700.80	
4340					UTILITIES				
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		367.69	.00	09/05/19-10/04/19
TOTAL					UTILITIES	.00	367.69	.00	
TOTAL					REFUSE	.00	3,425.56	-2,739.61	
TOTAL					REFUSE	.00	3,425.56	-2,739.61	

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EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220CH									CHLORINE OPERATING SUPPLY
4 /20	10/24/19	21	9827	-01 64426	2072 THATCHER COMPANY		-3,000.00	3,000.00	BLANKET PO GAS CHLORINE F
4 /20	10/24/19	21	9827	-01 64426	2072 THATCHER COMPANY		-2,000.00	2,000.00	BLANKET PO GAS CHLORINE F
4 /20	10/24/19	21	9827	-01 64426	2072 THATCHER COMPANY		-2,000.00	2,000.00	BLANKET PO GAS CHLORINE F
4 /20	10/24/19	21	9827	-01 64426	2072 THATCHER COMPANY		-2,000.00	2,000.00	BLANKET PO GAS CHLORINE F
4 /20	10/24/19	21	9827	-01 64426	2072 THATCHER COMPANY		-1,000.00	1,000.00	BLANKET PO GAS CHLORINE F
4 /20	10/24/19	21	9827	-01 64426	2072 THATCHER COMPANY		2,155.83	-2,155.83	BLANKET PO GAS CHLORINE F
4 /20	10/24/19	21	9827	-01 64426	2072 THATCHER COMPANY		4,199.67	-4,199.67	BLANKET PO GAS CHLORINE F
4 /20	10/24/19	21	9827	-01 64426	2072 THATCHER COMPANY		4,201.67	-4,201.67	BLANKET PO GAS CHLORINE F
4 /20	10/24/19	21	9827	-01 64426	2072 THATCHER COMPANY		4,203.67	-4,203.67	BLANKET PO GAS CHLORINE F
4 /20	10/24/19	21	9827	-01 64426	2072 THATCHER COMPANY		6,251.50	-6,251.50	BLANKET PO GAS CHLORINE F
TOTAL						.00	11,012.34	-11,012.34	
4230									REPAIR/MAINT SUPPLIES
4 /20	10/24/19	21		64390	0242 JORGENSEN COMPAN		213.16	.00	GD INST BW REPLACEMEN
4 /20	10/24/19	21		64380	0188 FERGUSON ENTERPR		63.72	.00	24X3 M/HOLE GRD RNG*Z
TOTAL						.00	276.88	.00	
4310									PROFESSIONAL CONTRACT SVC
4 /20	10/24/19	21	9828	-01 64368	1599 CHEMSEARCH		1,060.01	-1,060.01	BIOLOGICAL DELIVERY SYSTE
4 /20	10/24/19	21	9828	-01 64368	1599 CHEMSEARCH		1,060.01	-1,060.01	BIOLOGICAL DELIVERY SYSTE
4 /20	10/24/19	21	9826	-01 64399	6156 LEPRINO FOODS CO		22,350.00	-22,350.00	BLANKET PO WATER DISPOSAL
TOTAL						.00	24,470.02	-24,470.02	
4340									UTILITIES
4 /20	10/24/19	21		64434	0116 VERIZON WIRELESS		487.95	.00	09/05/19-10/04/19
TOTAL						.00	487.95	.00	
4980									LEGAL EXPENSE
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		721.90	.00	PROFESSIONAL SERVICES
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		142.24	.00	PROFESSIONAL SERVICES
4 /20	10/24/19	21		64401	5609 LOZANO SMITH, LL		68.60	.00	PROFESSIONAL SERVICES
TOTAL						.00	932.74	.00	
TOTAL						.00	37,179.93	-35,482.36	
TOTAL						.00	37,179.93	-35,482.36	



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EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

FUND - 085 - PBIA  
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/24/19	21		64405	5563 RUSTY DEROUIN		300.00	.00	SEPTEMBER SERVICES
TOTAL						.00	300.00	.00	
TOTAL					PBIA	.00	300.00	.00	
TOTAL					PBIA	.00	300.00	.00	

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CITY OF LEMOORE  
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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

FUND - 160 - 2016 BOND FUND  
BUDGET UNIT - 5202 - TTHM PROJECT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /20	10/24/19	21 9915	-01	64432	7071 VANIR CONSTRUCTI		6,750.00	-6,750.00	TTHM- PROJECT MANAGEMENT
TOTAL						.00	6,750.00	-6,750.00	
4317									
4 /20	10/24/19	21 9900	-01	64391	7095 JR FILANC CONSTR		3,134,211.50	-3,134,211.50	TTHM CONSTRUCTION GMP-PHA
TOTAL						.00	3,134,211.50	-3,134,211.50	
TOTAL					TTHM PROJECT	.00	3,140,961.50	-3,140,961.50	
TOTAL					2016 BOND FUND	.00	3,140,961.50	-3,140,961.50	
TOTAL					REPORT	.00	3,506,231.81	-3,448,018.38	

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CITY OF LEMOORE  
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

FUND - 090 - TRUST & AGENCY

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
4 /20	10/24/19	21 64377		T2791 ELIZANJELA PARREIRA		250.00	REFUND CIVIC DEPOSIT
4 /20	10/24/19	21 64416		T2789 ROBERTO MANGAHAS		250.00	REFUND- CIVIC
4 /20	10/24/19	21 64392		6788 KART		590.00	BUS PASSES
4 /20	10/24/19	21 64392		6788 KART		630.00	BUS PASSES
TOTAL			ACCOUNTS PAYABLE		.00	1,720.00	
2300			CUSTOMER DEPOSITS				
4 /20	10/24/19	21 64377		T2791 ELIZANJELA PARREIRA	250.00		REFUND CIVIC DEPOSIT
4 /20	10/24/19	21 64416		T2789 ROBERTO MANGAHAS	250.00		REFUND- CIVIC
TOTAL			CUSTOMER DEPOSITS		500.00	.00	
2313			KART				
4 /20	10/24/19	21 64392		6788 KART	590.00		BUS PASSES
4 /20	10/24/19	21 64392		6788 KART	630.00		BUS PASSES
TOTAL			KART		1,220.00	.00	
TOTAL			TRUST & AGENCY		1,720.00	1,720.00	
TOTAL REPORT					1,720.00	1,720.00	

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CITY OF LEMOORE  
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT31

SELECTION CRITERIA: transact.yr='20' and transact.account between '3000' and '3999' and transact.batch='VM102519'  
ACCOUNTING PERIOD: 4/20

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
3625									
4 /20	10/24/19	210		64377	T2791 ELIZANJELA PARREI		-90.00		REFUND FOR HOURS NOT
TOTAL						.00	-90.00	.00	
3681									
4 /20	10/24/19	210		64396	T2790 KRYSTAL BECK		-65.00		REFUND-FALL FAMILY CA
TOTAL						.00	-65.00	.00	
TOTAL	GENERAL FUND					.00	-155.00	.00	
TOTAL	GENERAL FUND					.00	-155.00	.00	
TOTAL REPORT						.00	-155.00	.00	