



LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
October 20, 2020

SPECIAL MEETING AGENDA
(Will run in concurrence with Study Session)

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

CLOSED SESSION

This item has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(4). The City Attorney will provide an oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

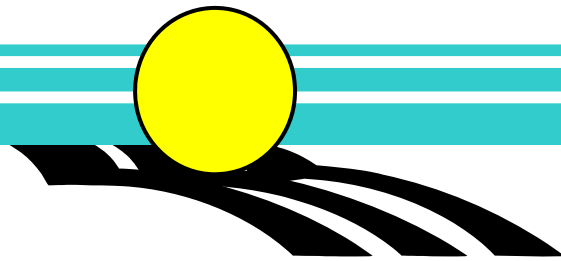
1. Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APNs 024-052-078 (19 acres); 004-080-015 and 004-090-003 (73 acres)
Agency Negotiator: Nathan Olson, City Manager
Under Negotiation: Price and Terms
2. Government Code Section 54956.9
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of
Section 54956.9: One Case

In the event that all the items on the closed session agenda have not been deliberated in the time provided, the City Council may continue the closed session at the end of the regularly scheduled Council 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 Special Meeting of October 20, 2020 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on October 19, 2020.

//s//
Marisa Avalos, City Clerk



LEMOORE
CALIFORNIA

LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
October 20, 2020

AMENDED AGENDA

Changes are italicized

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

PUBLIC COMMENT

Public comment will be in accordance with the attached policy. 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.

5:30 p.m. STUDY SESSION

SS-1 2021 Health Benefits Overview (Speer)

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

Public comment will be in accordance with the attached policy. 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 6, 2020
- 3-2 Approval – Resolution 2020-33 – Supporting Proposition 20: The Reducing Crime and Keeping California Safe Act
- 3-3 Approval – Notice of Completion – Tract No. 920 Lennar Homes – Phase 1
- 3-4 Approval – Real Property Lease Agreement – Farm Lemoore, LLC
- 3-5 *Approval – Real Property Lease Agreement – Farm Lemoore 2, LLC and adoption of the Mitigated Negative Declaration*
- 3-6 Approval – Budget Amendment – Amending the Lighting and Landscape District (LLMD) and Public Facilities Maintenance District (PFMD) Adopted Budgets to coincide with the approved Engineer's Report
- 3-7 Approval – Side Letter Number 1 between the City of Lemoore and the General Association of Service Employees (GASE)
- 3-8 Approval – Side Letter Number 1 between the City of Lemoore and the Lemoore Police Officers Association (LPOA)
- 3-9 Approval – Side Letter Number 1 between the City of Lemoore and the Lemoore Police Sergeants Unit (LPSU)
- 3-10 Approval – Side Letter Number 1 between the City of Lemoore and the Lemoore Professional Service Bargaining Unit (PSBU)
- 3-11 Approval – Resolution 2020-34 – Approving Changes in Benefits for the Unrepresented Employees of the City

PUBLIC HEARINGS – Section 4

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

- 4-1 Public Hearing – Resolution 2020-35 – Proceeding with the Abatement Process for the Property Located at 341 Heinlen/311 E Street; APN: 020-054-007-000 (Rivera)

NEW BUSINESS – Section 5

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

- 5-1 Discussion and Direction – Downtown Merchants' Advisory Committee (Olson)
- 5-2 Report, Recommendation, and Action – Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and People's Farming, LLC for Cannabis Cultivation and Consideration of two Lease Purchase Option Agreements of City Property to People's Properties, LLC (Olson)
- 5-3 Discussion and Direction – Progress Report on the Proposed Lacey Ranch 156-Acre Development Project Outside the City Urban Growth Boundary and Concurrence on Request for Sphere of Influence Amendment (Brandt)

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

- 6-1 City Council Reports / Requests

ADJOURNMENT

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, November 3, 2020
- City Council Regular Meeting, Tuesday, November 17, 2020

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 amended City Council Agenda for the meeting of October 20, 2020 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on October 19, 2020.

//s//

Marisa Avalos, City Clerk

CITY OF LEMOORE

ALL CITY COUNCIL REGULAR AND SPECIAL MEETINGS

Attendance and Public Comment Changes Due to COVID-19

Given the current Shelter-in-Place Order covering the State of California and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the City is implementing the following changes for attendance and public comment at all Council meetings until notified otherwise.

All upcoming regular and special City Council meetings will **only be accessible online**. The meeting may be viewed through the following options:

- Youtube: www.Youtube.com/c/cityoflemoore

The City will also provide links to streaming options on the City's website and on its Facebook page. Unfortunately, physical attendance by the public cannot be accommodated given the current circumstances and the need to ensure the health and safety of the City Council, City staff, and the public as a whole.

If you wish to make a general public comment or public comment on a particular item on the agenda, **you must submit your public comments by e-mail to:** cityclerk@lemoore.com. In the subject line of the e-mail, please state your name and the item you are commenting on. If you wish to submit a public comment on more than one agenda item, please send a separate e-mail for each item you are commenting on. Please be aware that written public comments, including your name, may become public information. Additional requirements for submitting public comments by e-mail are provided below.

General Public Comments & Comments on City Council Business Items

For general public comments and comments regarding specific City Council Business Items, all public comments must be received by e-mail no later than 5:00 p.m. the day of the meeting. Comments received by this time will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a general public comment or comment on a business item is received after 5:00 p.m., efforts will be made to read your comment into the record. However, staff cannot guarantee that written comments received after 5:00 p.m. will be read. All written comments that are not read into the record will be made part of the meeting minutes, provided that such comments are received prior to the end of the City Council meeting.

Public Hearings

For public comment on a public hearing, all public comments must be received by the close of the public hearing period. All comments received by the close of the public hearing period will be read aloud by a staff member during the applicable agenda item, provided that such comments

may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a comment on a public hearing item is received after the close of the public hearing, such comment will be made part of the meeting minutes, provided that such comment is received prior to the end of the meeting.

PLEASE BE AWARE THAT ANY PUBLIC COMMENTS RECEIVED THAT DO NOT SPECIFY A PARTICULAR AGENDA ITEM WILL BE READ ALOUD DURING THE GENERAL PUBLIC COMMENT PORTION OF THE AGENDA.

The City thanks you for your cooperation in advance. Our community's health and safety is our highest priority.



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

Staff Report

Item No: SS-1

To: Lemoore City Council
From: Michelle Speer, Asst. City Manager / Administrative Services Director
Date: October 12, 2020 **Meeting Date:** October 20, 2020
Subject: 2021 Health Benefits Overview

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:

Information Only.

Subject/Discussion:

Stacey Comerchero, Assistant Vice President with Keenan will be presenting to Council in regards to the 2021 Health Benefits offered by the City of Lemoore.

Financial Consideration(s):

Not applicable.

Alternatives or Pros/Cons:

None noted.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Not applicable.

Attachments:

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

Review:

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

Date:

10/13/2020
10/14/2020
10/14/2020
10/14/2020
10/13/2020

**October 6, 2020 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: LYONS, SCHALDE
Absent: NEAL

City Staff and contract employees present: City Manager Olson (Via Telephone); Assistant City Manager Speer; City Attorney Lerner; City Clerk Avalos.

Council adjourned to Closed Session at 5:33 p.m.

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: General Association of Service Employees, Lemoore Police Officers Association, Lemoore Police Sergeants Unit, Police Professional Services Bargaining Unit, Unrepresented
2. Conference with Real Property Negotiators
Government Code Section 54956.8
Property: APN: 024-052-076, 004-090-003, 004-080-015 (19 acres and North Well Field)
Agency Negotiator: Nathan Olson, City Manager
Negotiating Parties: Peoples Farming, LLC
Under Negotiation: Price and Terms
3. Conference with Real Property Negotiators
Government Code Section 54956.8
Property: APN: 024-051-030, 12 Acres
Agency Negotiator: Nathan Olson, City Manager
Negotiating Parties: FARM Lemoore, LLC
Under Negotiation: Price and Terms
4. Conference with Real Property Negotiators
Government Code Section 54956.8
Property: APNs: 024-080-068 and 024-080-070, (35 Acres)
Agency Negotiator: Nathan Olson, City Manager
Negotiating Parties: FARM Lemoore II, LLC
Under Negotiation: Price and Terms
5. Conference with Real Property Negotiators
Government Code Section 54956.8
Property: 721 W. Cinnamon Drive, Lemoore
Agency Negotiator: Nathan Olson, City Manager
Negotiating Parties: Kings Community Action Organization (KCAO)
Under Negotiation: Price and Terms

Council adjourned at 6:55 p.m.

**October 6, 2020 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: LYONS, SCHALDE
Absent: NEAL

City Staff and contract employees present: City Manager Olson (Via Telephone); City Attorney Lerner; Police Chief Kendall; Public Works Director Rivera; City Clerk Avalos;

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

No agenda additions, and/or deletions.

PUBLIC COMMENT

No Public Comment.

CEREMONIAL / PRESENTATION – Section 1

No Ceremonies / Presentations.

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

Police Chief Kendall informed Council that the suspects involved in the homicide last month have been identified. One suspect was located in Texas. He has been arrested and is waiting extradition. LPD believes to know where the second suspect is.

CONSENT CALENDAR – Section 3

- 3-1 Approval – Minutes – Regular Meeting – September 15, 2020
- 3-2 Approval – Award of Vine Street Bike Path and Pedestrian Facility Project
- 3-3 Approval – Facilities Lease Agreement between the City of Lemoore and Kings Community Action Organization

Motion by Council Member Lyons, seconded by Council Member Schalde, to approve the Consent Calendar as presented.

*Ayes: Lyons, Schalde, Plourde
Absent: Neal*

PUBLIC HEARINGS – Section 4

- 4-1 Public Hearing – Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and People's Farming, LLC for Cannabis Cultivation and Consideration of two Lease Purchase Option Agreements of City Property to People's Properties, LLC (Olson)

Public Hearing opened at 7:39 p.m.

No one spoke.

Public Hearing closed at 7:40 p.m.

Consensus was received to table the item until the October 20, 2020 meeting.

NEW BUSINESS – Section 5

5-1 Information Only – Upcoming Holiday Events (Olson)

Consensus was received to bring back this item on October 20, 2020 meeting.

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

Council Member Schalde thanked Lemoore PD for finding the individuals involved in the homicide at 7-11. He also thanks Lemoore Fire for working with the public.

Mayor Pro Tem Plourde stated that he has a policy meeting for SFKGSA via Zoom. At the last Kings County Vehicle Abatement Committee he was appointed to Chair and also appointed to Vice Chair for KCAG. He asked for consensus to bring the DMA item back on the agenda for a future meeting.

ADJOURNMENT

At 8:09 p.m., Council adjourned.

Approved the 20th day of October 2020.

APPROVED:

Edward Neal, Mayor

ATTEST:

Marisa Avalos, City Clerk



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Staff Report

Item No: 3-2

To: Lemoore City Council

From: Michael Kendall, Police Chief

Date: October 12, 2020

Meeting Date: October 20, 2020

Subject: Resolution 2020-33 – Supporting Proposition 20: The Reducing Crime and Keeping California Safe Act

Strategic Initiative:

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

Proposed Motion:

Approve Resolution 2020-33, Supporting Proposition 20: The Reducing Crime and Keeping California Safe Act.

Subject/Discussion:

The City of Lemoore is a member of League of California Cities. The League of California Cities has endorsed Proposition 20 on the November ballot.

Under current law, many violent crimes in California that impact our communities such as domestic violence, date rape, the sex trafficking of children, assault with a deadly weapon, are considered “nonviolent” offenses. This means thousands of offenders who have been convicted of these crimes are eligible for early prison release, without serving their full sentences and without warning to their victims.

In 2016, Proposition 47 reduced theft under \$950 to a simple misdemeanor, allowing offenders to steal repeatedly with virtually no consequence, provided each theft is below the \$950 threshold.

Proposition 20 addresses two urgent and costly issues facing California cities – rising violent crime, and an increase in retail theft. Proposition 20 appropriately reclassifies as “violent” some heinous crimes currently categorized as “nonviolent” to ensure those

convicted of these crimes serve their full sentences. Proposition 20 will protect our communities from violent offenders by preventing early release of those who have committed these serious crimes.

Proposition 20 creates two additional categories of punishable crimes with increased penalties to address “serial” theft and “organized retail” theft, crimes that deeply affect our already struggling small businesses and residents.

Financial Consideration(s):

Not applicable.

Alternatives or Pros/Cons:

None noted.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends approval of Resolution 2020-33, Supporting Proposition 20: The Reducing Crime and Keeping California Safe Act.

Attachments:

- ☒ Resolution: 2020-33
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other
List: Flyers

Review:

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

Date:

10/13/2020
10/14/2020
10/14/2020
10/14/2020
10/13/2020

RESOLUTION NO. 2020-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
SUPPORTING PROPOSITION 20: THE REDUCING CRIME AND KEEPING
CALIFORNIA SAFE ACT**

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters, and other violent criminals should not be released early from prison; and

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders"; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, a total of 33 of the state's 58 counties saw increases in their violent crime rates in 2017; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, since 2014, the total value of stolen property has increased every year. In 2018, the total value of stolen property in California was 32% higher than the total in 2014; and

WHEREAS, according to the 2019 Lemoore Police Department Annual report, burglary crimes went up 2.9% and total calls for service 6.5% increase than the previous year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemoore hereby supports Proposition 20: The Reducing Crime and Keeping California Safe Act.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Lemoore held on the 20th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

Marisa Avalos, City Clerk

Edward Neal, Mayor



GOT QUESTIONS? WE'VE GOT ANSWERS!

Q1: Does this initiative repeal Propositions 47 and 57 or AB 109?

A1: No. This initiative fixes very specific flaws contained in Props 47 and 57 and AB 109 but does not repeal them. Specifically, it corrects four components of these initiatives and legislation that are adversely impacting public safety and victims:

- Reclassifies currently “nonviolent” crimes like rape of an unconscious person, sex trafficking of a child and felony domestic violence as “violent” — to prevent the early release of inmates convicted of these crimes
- Restores “teeth” to theft laws for serial thieves and organized theft gangs, which were removed under Prop. 47 leading to rampant and blatant abuse
- Reinstates DNA collection for those convicted of theft, domestic violence, drug and other crimes that are directly connected to more violent crimes and will help to solve rape, murder and other violent crimes — and to exonerate those wrongly accused
- Provides increased information and communication for courts, public defenders, DAs, sheriffs and victims; requires hearing for serial parole violators; adds factors for the Board of Parole Hearings consideration

Q2: The Attorney General’s Office estimates the initiative will cost anywhere from a couple million to tens of millions of dollars annually. Isn’t that too expensive?

A2: An estimated \$78 worth of property is stolen **every second** in California.¹ What's more, illegal drug use costs California **\$44 billion** annually through early death, impaired driving and violence² — yet Prop. 47 removed a judge's ability to impose court ordered drug rehabilitation programs to help those serial offenders to turn their lives around. Today, the courts can still provide the incentive to addicts by the promise of clearing their misdemeanor records but it's **purely voluntary**, and since there's no threat of jail time or a felony record, their incentive is very low.

So, dedicating a few million dollars to re-incentivize drug court, crack down on serial theft, and help prevent truly violent predators from re-offending is certainly an investment worth making — saving property, lives and even tax dollars over time.

Q3: Doesn't this put thousands more people in prison?

A3: No. This claim is either a misunderstanding or misrepresentation of the initiative. The initiative doesn't put **any** additional people in prison. It is specifically written to ensure that truly violent criminals are not released early; to help law enforcement solve more violent crimes; and to restore "teeth" to serial theft laws allowing the courts to sentence repeat offenders to county jail, thereby protecting property and once again making California's successful drug courts an integral part of our criminal justice system.

Q4: Some opponents allege that the initiative is racially biased claiming that most drug offenders who are arrested are Black and Latino. Is this true?

A4: The changes made within the initiative are to California government codes which, by law, must be applied equally to all. As to the demographic makeup of drug offenders, we defer to the California Dept. of Justice, which states that there were just over 28,000 felony drug arrests in 2018³, and of those 35.6% were White, 42.2% were Hispanic, 15.3% were Black and 6.8% were other ethnicities. During that same year there were just under 188,000 non-marijuana misdemeanor drug arrests, of which 44.4% were White, 39.8% Hispanic, 10.8% Black and 5% Other. When compared to the state's census breakdown — which is 36.8% White, 39.3% Hispanic, 6.5% Black and 21.3% Other — it would appear that Whites and Blacks are somewhat overrepresented in arrests, while "other" ethnicities are quite underrepresented. It is important to also remember that the initiative does not change Prop. 47 with regard to drug possession, which remains a misdemeanor.

However, since the initiative restores the incentive for drug addicts (who repeatedly steal to support their addiction) to complete rehabilitation programs through our successful drug court system, turn their lives around and **expunge** their criminal records through deferred entry of judgment (DEJ) — a benefit that Prop. 47 deprived them of — an argument could be made that the initiative offers a unique **benefit** to those whose addiction is a significant contributing factor to their criminal behavior.

Q5: The legislature passed AB 1065 to deal with serial theft, so hasn't that problem already been solved?

A5: Sadly, no. As we pointed out to the Legislature at the time, this law does little to solve serial theft since it requires law enforcement to establish probable cause at the point of arrest and for prosecution to prove conspiracy with the intent to resell and requires multiple convictions within a short period of time — which is extremely difficult, time intensive and not a cost-effective use of taxpayer monies.

On the other hand, Proposition 20 practically, effectively and fairly addresses the state's serial and organized theft crisis, created by Prop. 47, which increased the threshold for theft to be considered a felony from \$450 to \$950. Theft has increased by 12-25 percent, with losses of more than \$10 billion and counting since its passage.⁴

The initiative revises the theft threshold by giving the courts the authority to charge a misdemeanor or a felony for serial theft when a person has been convicted twice and arrested a third time for stealing at a value of at least \$250 (value threshold lowered from \$950 to \$250 for the third time only). Unlike AB 1065, the initiative does not require a conspiracy conviction and defines "organized theft" as just two or more persons working in concert to steal. The initiative also addresses the rampant theft problem of credit/debit and identity theft. Given that these crimes are so intrusive into the lives of their victims, the initiative returned the authority to the courts providing them the flexibility to address each criminal act on its own merit.

¹<https://www.zdnet.com/article/california-abandons-2-billion-court-management-system/>

²<https://www.sciencedaily.com/releases/2017/02/170217012901.htm>

³Crime in California, 2018, California Department of Justice

⁴openjustice.doj.ca.gov



Ad paid for by Yes on 20 – Keep California Safe, a Project of the
California Public Safety Partnership Issues Committee
Committee major funding from
Devin Nunes Campaign Committee
San Bernardino County Sheriff's Employees' Benefit Association
Funding details at www.fppc.ca.gov

Proposition 20

FIXING PROP. 47 — NOT REPEALING IT

Prop. 47

Raised the theft limit from \$450 to \$950

Made drug possession a misdemeanor

Made petty theft a misdemeanor

Made drug possession and theft a misdemeanor, weakening DNA collection on “indicator crimes,” which a report issued by Jerry Brown scientifically connected to serial rape and homicide

Made drug possession and theft a misdemeanor, reducing the use and effectiveness of court-imposed drug addiction programs

Proposition 20

Prop. 20 doesn't change that

Prop. 20 doesn't change that

Prop. 20 changes that **ONLY** when the theft is from a repeat/serial offender

Prop. 20 changes that by setting a higher standard for DNA collection on misdemeanor drug possession, theft and domestic violence convictions, helping law enforcement solve more violent crimes and/or exonerate those wrongly accused

Prop. 20 once again makes California's successful drug courts an integral part of our criminal justice system

yes20
Protect Victims of Violent Crime

Ad paid for by Yes on 20 – Keep California Safe, a Project of the
California Public Safety Partnership Issues Committee
Committee major funding from
Devin Nunes Campaign Committee
San Bernardino County Sheriff's Employees' Benefit Association
Funding details at www.fppc.ca.gov



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

Staff Report

Item No: 3-3

To: Lemoore City Council

From: Frank Rivera, Public Works Director

Date: October 8, 2020

Meeting Date: October 20, 2020

Subject: Notice of Completion – Tract No. 920 Lennar Homes – Phase 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:

Approve the filing of the Notice of Completion for Tract No. 920, Lennar Homes Phase 1 and authorize the City Manager or designee to sign the Notice of Completion.

Subject/Discussion:

Lennar has completed the off-site improvements for Tract No. 920, Phase 1 and is now requesting that a Notice of Completion be filed. This subdivision, consisting of 87 single-family lots in total, is located on the north side of Hanford-Armona Road, East of Liberty Drive and West of Antelope Drive and Bennington Avenue.

Financial Consideration(s):

There is no financial impact to City.

Alternatives or Pros/Cons:

Not Applicable

Commission/Board Recommendation:

Not Applicable

Staff Recommendation:

That City Council approve the filing of the Notice of Completion and authorize the City Manager or designee to sign.

Attachments:

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

List: Notice of Completion

Review:

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

Date:

10/13/2020
10/14/2020
10/14/2020
10/14/2020
10/13/2020

**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, pursuant to Civil Code Section 9204, that:

1. On **August 7, 2018**, the City of Lemoore, entered into a contract with **LENNAR HOMES OF CALIFORNIA, INC.**, for the construction of homes in **SUBDIVISION TRACT 920, PHASE 1** in the City of Lemoore in Kings County, California, 93245, located as described in attachment A.
2. The owner of the subdivision public improvements is the City of Lemoore, a Municipal Corporation, located at 711 W. Cinnamon Drive, Lemoore, CA 93245.
3. The contractor is **LENNAR HOMES OF CALIFORNIA, INC.**
4. The project was completed on **October 9, 2020**, and accepted by the City Council of the City of Lemoore on **October 20, 2020**.

CITY OF LEMOORE

ATTEST

Nathan Olson, City Manager:

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 _____, 2020 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

Legal Description

The South 20 Acres of the Southeast Quarter of the Southwest Quarter which lies within the South half of said Southeast Quarter of the Southwest Quarter of section 34, Township 18 South, Range 20 East, Mount Diablo base and meridian, in the City of Lemoore, in the County of Kings, State of California, according to the official plat thereof.



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

Staff Report

Item No: 3-4

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: October 12, 2020

Meeting Date: October 20, 2020

Subject: Real Property Lease Agreement – Farm Lemoore, 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:

Approve the real property lease agreement between the City of Lemoore and Farm Lemoore, LLC.

Subject/Discussion:

The City of Lemoore owns one parcel with approximately 12 acres of undeveloped land. Farm Lemoore, LLC desires to use the property for agricultural-related uses including the processing and manufacturing of cannabis products.

Financial Consideration(s):

Lessee shall pay an annual payment of \$2,000 per acre for rent for a total of \$24,000.

Alternatives or Pros/Cons:

Pros:

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

Cons:

- Public Perception

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends approval of the real property lease agreement between the City of Lemoore and Farm Lemoore, LLC.

Attachments:

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

Review:

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

Date:

- 10/13/2020
- 10/14/2020
- 10/14/2020
- 10/14/2020
- 10/13/2020

**REAL PROPERTY LEASE AGREEMENT
CITY OF LEMOORE AND FARM LEMOORE, LLC**

This Real Property Lease Agreement ("Agreement") is made and entered into as of this _____, 2020 ("Effective Date") between the City of Lemoore ("Lemoore") and Farm Lemoore, LLC ("Lessee"), pursuant to the following Recitals, which are a substantive part of this Agreement:

RECITALS

- A. Lessee is in the cannabis business in Lemoore, California.
- B. Lessee desires to lease City property as set forth in **Exhibit A** with an option to purchase.
- C. Lemoore owns one parcels with approximately 12 acres of undeveloped land as noted in Exhibit A, in the City of Lemoore, County of Kings, California ("Property").
- D. Lessee desires to use the Property for agricultural-related uses including the processing and manufacturing of cannabis products.
- E. Lemoore is willing to lease the Property to Lessee upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration set forth herein, Lemoore and Lessee agree as follows:

AGREEMENT

- 1. **Lease of Property.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lemoore, Lemoore hereby leases to Lessee, for the purposes described below, the exclusive use and possession upon, over, across and under the Property, for the purpose of conducting agricultural-related uses in accordance with the Agreement.
- 2. **Term of Lease.** The term of this Agreement shall commence as of the date of execution hereof and shall remain in effect for three years (Initial Term) with an automatic renewal for another three year term (Extension) or as terminated as herein provided.
- 3. **Rent.** Lessee shall pay to Lemoore an annual payment of \$2,000 per acre rent for a total of Twenty-Four Thousand Dollars (\$24,000) ("Rent"). Rent is due and payable on the Effective Date for the pro-rata share of the remainder of 2020 and then a full payment on January 1st of each subsequent year and is delinquent on the next day.
 - a. **Delivery.** All rent shall be paid by Lessee and be personally delivered or mailed to the City of Lemoore, Finance Department, 711 W. Cinnamon Dr., Lemoore, California, or any other place or places that Lemoore may designate by written notice to Lessee.

4. Use of Premises.

a. Purpose. Lessee shall be permitted to use the Property for agricultural and related uses. No other uses shall be permitted on the Premises except incidental or ancillary uses without the prior express written consent of City.

b. Alterations and Improvements. Lessee shall be permitted to construct permanent structures for cannabis operations and related peripheral improvements (“Improvements”), both underground and above ground on the Property. The Improvements shall be constructed in accordance with all applicable laws and regulations. No other alterations or improvements shall be made to the Property without the advance and express written consent of Lemoore, and upon such terms and conditions as Lemoore may require. The precise plans for the Improvements shall be submitted for review and approval by Lemoore.

c. Permits, Land Use Approvals, and Licenses. Lessee shall construct and install the Improvements in conformance with all applicable Federal, State, County, or municipal laws, rules, and regulations, and shall obtain any required permits and land use approvals before commencing construction and installation of the Improvements and maintain any such permits throughout the term of this Agreement.

d. 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 valid law, ordinance, or regulation of any federal, state, county, or local governmental agency.

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

f. Maintenance. Lessee, at its sole cost and expense, shall at all times during the term of this Agreement keep and maintain the Property, and all personal property, buildings, structures and improvements thereon in good order and condition, and free from rubbish..

g. Utilities. Lessee shall make all arrangements for and be solely responsible for paying for any applicable utilities and services furnished to or used by Lessee or its agents and invitees in connection with the Property, including, but not limited to, gas, electricity, water, sewer, telephone, cable, trash collection, and for all applicable connection charges

5. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. Lessee shall be solely responsible for any property taxes arising out of Lessee’s use or occupancy of the Property. Lessee

shall pay before delinquency any and all possessory interest taxes and assessments levied against it or resulting from Lessee's use or occupancy of the Property. Lemoore makes no representation as to whether or not taxes are due, but agrees that it shall be responsible for all taxes that may be due as of the effective date of this Lease. On demand by Lemoore, Lessee shall furnish Lemoore with satisfactory evidence of these payments.

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

c. Business License Fees. If Lessee owns a business operating in the City of Lemoore, Lessee shall pay before delinquency any and all business license fees that are levied and assessed against the Lessee, and that become payable during the term of this Agreement, pursuant to the Lemoore Municipal Code. If applicable, Lessee's failure to pay any applicable business license fee to Lemoore shall constitute a default under this Agreement.

6. Indemnification. Lessee hereby releases and shall indemnify, defend, and hold harmless Lemoore and Lemoore's officials, officers, employees, agents, and volunteers from and against all liability, claims, suits, damages, losses, costs, and expenses, including reasonable attorney's fees, incurred in connection with or arising out of: (1) Lessee's use, occupation, or control of the Property (including Lessee's agents, employees, invitees, lessees, sub-lessees, or volunteers); (2) any breach of Lessee's performance obligations under this Agreement; 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, except to the extent such claim, suit, damage, loss, or expense is caused by the sole negligence or willful misconduct of Lemoore or Lemoore's officials, officers, employees, agents, or volunteers.

7. Insurance Requirements. Lessee, at its sole cost and expense, shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons and for damage to property that may arise from or in connection with the use, occupation, or control of the Property by Lessee or its agents, employees, invitees, lessees, or volunteers. The cost of such insurance shall be borne by Lessee.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage ("Occurrence" form CG0001).
- ii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- iii. Property Insurance against all risk of loss to any Lessee property, improvements and betterments.

b. Minimum Limits of Insurance. Lessee shall maintain limits no less than:

- i. General Liability: \$1,000,000.00 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.
- ii. Workers' Compensation coverage as required by State of California statutory limits.
- iii. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- iv. Property Insurance: Full replacement cost with no coinsurance penalty provision.

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

- i. Lemoore, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Premises owned, occupied or used by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to Lemoore, its officers, officials, employees, agents, or volunteers.
- ii. Lessee's insurance coverage shall be primary insurance as it respects to Lemoore, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Lemoore, its officers, officials, employees, agents, or volunteers shall be in excess of Lessee's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to Lemoore, its officers, officials, employees, agents or volunteers.
- iv. Coverage shall state that Lessee'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.
- v. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Lemoore.

d. Acceptability of Insurers. The insurance described in this section is to be placed with an insurer or insurers licensed to do business in California, admitted by the California Insurance Commissioner, and which have a current A.M. Best's rating of not less than "A-."

e. Verification of Coverage. Lessee shall furnish Lemoore with original

endorsements or certificates of insurance evidencing the coverage required by this section. The endorsements/ certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf.

8. Environmental Warranties. Lessee warrants and represents that it will not use, generate, manufacture, produce, store, or dispose of, on, under, or about Premises, or transport to or from the Premises, any Hazardous Materials, polychlorinated biphenyls (PCBs), or petroleum (including crude oil or any fraction or derivative thereof), except those uses incidental to the installation, use and maintenance of any approved improvements on the Property and in accordance with all applicable laws and regulations. Lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Lemoore.

Lessee shall not permit to be piled or stored upon the Property any Hazardous Materials, gun powder, dynamite, gasoline, or explosive substance or material, except where used in the ordinary course of Lessee's business and in compliance with all applicable laws. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to Lessee's use and occupancy thereof, Lessee, at its expense, shall be obligated to clean the Property to the satisfaction of Lemoore and any governmental body having jurisdiction thereover.

Lessee agrees to indemnify, defend, and hold harmless Lemoore against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorneys' fees) incurred by Lemoore as a result of Lessee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the Agreement term, unless such liability, cost or expense is proximately caused solely by the active negligence of Lemoore.

The term "Hazardous Materials" when used in this Agreement shall mean any hazardous waste, hazardous substance, hazardous materials or toxic substances as defined, as of the Effective Date, in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Premises, and any substance defined as "hazardous waste" in Health and Safety Code section 25117 or as a "hazardous substance" in Health and Safety Code section 25316, and in the regulations adopted and publications promulgated under these laws. "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation as of the Effective Date.

9. Liens and Claims. Lessee shall promptly and fully pay for all materials for any improvements installed or constructed on the Property and shall promptly and fully pay all persons who perform labor on said improvements. If any mechanics' or materialmen's liens or any other liens or claims for any work done or materials furnished at Lessee's request are filed against the Property, Lessee shall remove the liens and claims at Lessee's own expense. If Lessee fails to remove the liens or claims and any judgment is entered thereon or thereunder, Lessee shall pay that judgment. Should Lessee fail, neglect, or refuse to remove any lien or claim or to pay any

judgment in a timely manner, Lemoore shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims. Under those circumstances, Lessee shall be liable to Lemoore for all costs, damages, reasonable attorneys' fees, and any amounts expended by Lemoore in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. Lemoore may post and maintain upon the Property a notice of non-responsibility.

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

11. Successors: Assignment and Subletting. This Agreement 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 Lemoore, which consent shall be granted or withheld in Lemoore's sole discretion.

12. Property Leased "AS IS". The Property, including all access points, are leased to Lessee, and Lessee accepts the Property in its existing "AS IS" condition on the Effective Date. Lemoore 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 Property. 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 Lemoore as provided in section 1942 of the Civil Code. Lessee acknowledges that neither Lemoore, nor any officer, employee, or agent of Lemoore 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 Lemoore or Lessee, and Lemoore and Lessee expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

13. Bankruptcy. Lemoore shall have the right to terminate this Agreement by written notice and to take exclusive possession of the Property in the event: (a) Lessee is adjudged bankrupt; (b) Lessee becomes insolvent; (c) any action or proceeding for debtor relief of Lessee is commenced; 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 Lemoore's right to terminate as above set forth.

14. Reservations. Subject to Lessee's written approval in each specific instance, which shall not be unreasonably withheld, Lemoore reserves for itself and those to whom it grants such right, the right to construct, maintain and operate any existing and new or additional pipes, communication and power transmission facilities upon, over, and beneath the Property, so long as the

exercise of such right does not unreasonably interfere with Lessee's rights and authorized uses under this Agreement.

Lemoore reserves the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Property, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and, perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Property within five hundred feet (500') of the surface thereof to extricate or remove the same.

15. Subterranean Facilities. The absence of markers, monuments or maps indicating the presence of subterranean facilities, whether belonging to Lemoore or otherwise, does not constitute a warranty or representation that none exist. Lessee accepts this Agreement with full cognizance of the potential presence of such, acknowledging that the costs of Lessee's use may increase by reason thereof, and acknowledges that the owner or owners thereof may have acquired the right to continue to maintain such facilities by the passage of time.

16. Eminent Domain. In the event of the taking or condemnation of all or any part of the Property, Lessee may receive compensation only for any taking of or damage to Lessee-owned Improvements. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to Lemoore.

17. Default.

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

- i. 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 thirty (30) days of the due date;
- ii. Abandonment of the Property, in whole or in part;
- iii. Abandonment of both of its processing plants in the City of Lemoore;
- iv. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been served upon Lessee.

b. Notice of Default. Notices given under this section shall specify the alleged default and the applicable Agreement provisions and shall demand that Lessee cure the default within ten (10) days, or quit the Property.

c. Termination Resulting from Default. Lemoore may terminate this

Agreement immediately upon written notice to Lessee if Lessee defaults on any obligation under this Agreement and fails to cure such default within ten (10) days after written notice from Lemoore of such default. In the event of a default by Lessee under this Agreement, Lemoore may terminate this Agreement and 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. At Lemoore's option, if Lessee has breached this Agreement and/or abandoned the Property, in whole or in part, this Agreement shall continue in effect for so long as Lemoore does not terminate Lessee's right to possession, and Lemoore may enforce all rights and remedies under this Agreement, including the right to recover the rent as it becomes due. Further, Lemoore shall be entitled to recover from Lessee damages and to exercise such other rights and remedies as provided to Lemoore under the laws of the State of California.

d. Right to Cure at Lessee's Expense. Lemoore, at any time after Lessee commits a default, can cure the default at Lessee's cost. If Lemoore, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Lemoore shall be due immediately from Lessee to Lemoore upon Lemoore'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 Lemoore until Lemoore is reimbursed by Lessee. The sum, together with interest on it, shall be additional rent.

18. Option to Purchase Property. Notwithstanding anything to the contrary in this Agreement, during the term of the Lease the following early termination and option to purchase provisions shall apply:

a. Option to Purchase Property. During the Term of this Lease, upon not less than sixty (60) days written notice, Lessee may elect to purchase the Property ("Option").

If the Option is exercised, the purchase price ("Purchase Price") for the Property shall be \$25,000 per acre.

Upon execution of the Option, the parties shall open escrow with Chicago Title Company, 7330 North Palm Avenue, Suite 101, Fresno, California 93711, in accordance with the customary terms of Kings County.

Upon close of escrow, the Lease shall terminate.

19. Termination. Lemoore may terminate this Agreement upon written notice to Lessee if Lessee defaults on any obligation of this Agreement as outlined in Section 17. Lessee may terminate this Agreement as follows: (1) By exercising the Option pursuant to Section 18; or (2) for convenience by providing 60 days written notice prior to the end of the Initial Term. Lessee acknowledges and agrees that it is entering into this Agreement voluntarily and that upon termination of this Agreement according to its terms, Lessee shall not be entitled to any relocation assistance or benefits from Lemoore.

20. Waiver. No delay or omission in the exercise of any right or remedy of Lemoore on any default by Lessee shall impair such right or remedy or be construed as a waiver. The receipt

and acceptance by Lemoore of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. If such delinquent rent is accepted after notice of default and termination has been served, the acceptance shall not constitute a waiver. Lemoore's consent to or approval of any act by Lessee requiring Lemoore's consent or approval shall not be deemed to waive or render unnecessary Lemoore's consent to or approval of any subsequent act by Lessee. Any waiver by Lemoore 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 Agreement.

21. Entry and Inspection of Property. Lemoore and its authorized representatives shall have the right to enter and inspect the Property with at least twenty-four (24) hours advance notice to determine whether the Premises are in good condition and whether Lessee is complying with its obligations under this Agreement.

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

23. Notice. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to either party to this Agreement by the other party to this Agreement, shall be in writing and shall be deemed properly delivered, given or served when personally delivered to such party, or in lieu of personal service such notice or other communication shall be deemed properly delivered, given or served on the earliest of (1) the date actually received, (2) three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective party at the address shown below, or (3) one (1) business day after deposit with a delivery service, which guarantees next business day delivery, addressed to the respective party as shown below. Either party may change its address for purposes of notice by giving written notice of such change of address to the other party in accordance with the provisions of this paragraph, which change of address shall be effective five (5) business days after giving notice thereof. As of the date of this Agreement, the addresses of the parties are set forth below their signatures.

24. Effect of Termination of Agreement. Termination or expiration of this Agreement 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 Agreement it is provided that anything shall or may be done after termination or expiration hereof.

25. Entire Agreement and Amendments. This Agreement 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 executed by both Parties. This Agreement shall not be modified or amended in any way except in writing signed by the Parties hereto.

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

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

28. Attorney's Fees. If either Party commences an action against the other party arising out of or in connection with this Agreement, 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.

29. Voluntary Agreement; Authority to Execute. Lessee and Lemoore 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.

30. Counterpart Copies. The Agreement may be signed in counterpart or duplicate originals, and any signed counterpart or duplicate original shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

LESSEE:
Farm Lemoore, LLC

LEMOORE:

By: _____
Helios Dayspring, Manager

By: _____
Nathan Olson, City Manager

Send Notices To:

Farm Lemoore LLC
998 Huston Street
Grover Beach, CA 93433
Attn: Helios Dayspring

Send Notices To:

City of Lemoore
Attn: Nathan Olson
119 Fox St.
Lemoore, California 93245
Email: nolson@lemoore.com
Phone: (559) 924-6700

EXHIBIT A

12 acres is APN 024-051-030-000





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

Staff Report

Item No: 3-5

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: October 12, 2020

Meeting Date: October 20, 2020

Subject: Real Property Lease Agreement – Farm Lemoore 2, LLC and adoption of Mitigated Negative Declaration

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 real property lease agreement between the City of Lemoore and Farm Lemoore 2, LLC and adopt the Mitigated Negative Declaration.

Subject/Discussion:

The City of Lemoore owns two parcel with approximately 35 acres of undeveloped land. Farm Lemoore 2, LLC desires to use the property for agricultural-related uses related to cultivation of cannabis. The City previously entered into a PDA with the developer and under section X(e) of that PDA, the City Manager is delegated authority to administratively amend the PDA so long as the changes do not materially alter the land uses or development contemplated under the PDA. The Manager desires to amend the PDA to include the subject 35 acres which will provide the same uses as originally proposed in the PDA. If Council desires to have this item return as a PDA amendment, it can direct staff to return at a later date with a formal PDA amendment.

Environmental Assessment:

An Initial Study/Mitigated Negative Declaration (MND) was prepared for the project in accordance with the California Environmental Quality Act (CEQA). Mitigation measures were included for potential impacts to biology, tribal cultural resources, geology & soils, and stormwater pollution prevention. The full list of mitigation measures can be found on

pages 3 through 9 of the Mitigated Negative Declaration. The public was provided a 30-day public review period and the MND was sent to the State Clearinghouse for distribution to potentially affected State agencies, in accordance with CEQA.

Two comment letters were received on the MND (attached): one from California Department of Food and Agriculture and one from California Department of Fish & Wildlife. Upon review of the letters, City staff believes that mitigation measures in the MND adequately address the issues expressed in the letters. Several of the comments in the letters relate to the applicant's State permitting process. Correspondence in the form of emails (not attached) were received from the Santa Rosa Rancheria Tachi Yokut Tribe indicating their support for the mitigation measures as they are written in the MND.

Financial Consideration(s):

Lessee shall pay an annual payment of \$2,000 per acre for rent for a total of \$70,000. Farm Lemoore 2, LLC also has an option to purchase the land for \$25,000 per acre.

Alternatives or Pros/Cons:

Pros:

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

Cons:

- Public Perception

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends approval of the real property lease agreement between the City of Lemoore and Farm Lemoore 2, LLC and adoption of the MND.

Attachments:

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

Review:

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

Date:

- 10/13/2020
- 10/14/2020
- 10/14/2020
- 10/14/2020
- 10/13/2020

**REAL PROPERTY LEASE AGREEMENT
CITY OF LEMOORE AND FARM LEMOORE 2, LLC**

This Real Property Lease Agreement ("Agreement") is made and entered into as of this _____, 2020 ("Effective Date") between the City of Lemoore ("Lemoore" or "City") and Farm Lemoore 2, LLC ("Lessee"), pursuant to the following Recitals, which are a substantive part of this Agreement:

RECITALS

- A. Lessee is in the cannabis business in Lemoore, California.
- B. Lessee desires to lease City property as set forth in **Exhibit A** with an option to purchase.
- C. Lemoore owns two parcels with approximately 35 acres of undeveloped land as the same is more particularly described in Exhibit A, being located in the City of Lemoore, County of Kings, California ("Property").
- D. Lessee desires to use the Property for the cultivation of cannabis and related agricultural uses.
- E. Lemoore is willing to lease the Property to Lessee upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration set forth herein, Lemoore and Lessee agree as follows:

AGREEMENT

1. **Lease of Property.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lemoore, Lemoore hereby leases to Lessee, for the purposes described below, the exclusive use and possession upon, over, across and under the Property, for the purpose of the cultivation of cannabis and related agricultural-uses in accordance with the Agreement.
2. **Term of Lease.** The term of this Agreement shall commence as of the date of execution hereof and shall remain in effect for three (3) years ("Initial Term") with an automatic renewal for another consecutive three (3) year term ("Extension") unless otherwise terminated as herein provided.
3. **Rent.** Lessee shall pay to Lemoore an annual calendar year payment of \$2,000 per acre rent for a total of Seventy Thousand Dollars (\$70,000) ("Rent"). Pro-rated Rent for the remaining 2020 calendar year shall be due and payable on the Effective Date. Annual Rent shall be otherwise due on January 1st of each subsequent year and shall be deemed delinquent if not tendered by Lessee to the City by the fifth day of January. .

a. Delivery. All rent shall be paid by Lessee and be personally delivered or mailed to the City of Lemoore, Finance Department, 711 W. Cinnamon Dr., Lemoore, California, or any other place or places that Lemoore may designate by written notice to Lessee.

4. Use of Premises.

a. Purpose. Lessee shall be permitted to use the Property for the cultivation of cannabis and related agricultural uses,(the “Use”). No other uses shall be permitted on the Premises except incidental or ancillary uses without the prior express written consent of City, which consent shall not be unreasonably withheld..

b. Alterations and Improvements. Lessee shall be permitted to construct hoop houses, irrigation systems, security systems, security improvements, fencing and related peripheral improvements (“Improvements”), both underground and above ground on the Property. The Improvements shall be constructed in accordance with all applicable laws and regulations. No other alterations or improvements shall be made to the Property without the advance and express written consent of Lemoore, which consent shall not be unreasonably withheld, and upon such terms and conditions as Lemoore may reasonably require. The precise plans for the Improvements shall be submitted for review and approval by Lemoore.

c. Permits, Land Use Approvals, and Licenses. Lessee shall construct and install the Improvements in conformance with all applicable Federal, State, County, or municipal laws, rules, and regulations, and shall obtain any required permits and land use approvals before commencing construction and installation of the Improvements and maintain any such permits throughout the term of this Agreement. Notwithstanding the foregoing, City acknowledges and agrees that existing Federal laws, and any similar subsequently enacted Federal laws or regulations governing cannabis, cannabis cultivation, and/or marijuana are excepted from this requirement.

d. 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 valid law, ordinance, or regulation of any federal, state, county, or local governmental agency. Notwithstanding the foregoing, City acknowledges and agrees that existing Federal laws, and any similar subsequently enacted Federal laws or regulations governing cannabis, cannabis cultivation, and/or marijuana are excepted from this requirement.

e. Waste and Nuisance. Except for the Use, Lessee shall not otherwise use the Property, or allow the Property to be used, in any manner that will constitute a nuisance or unreasonable annoyance to adjacent properties.

f. Maintenance. Lessee, at its sole cost and expense, shall at all times during

the term of this Agreement keep and maintain the Property, and all personal property, buildings, structures and improvements thereon in good order and condition, and free from rubbish..

g. Utilities. Lessee shall make all arrangements for and be solely responsible for paying for any applicable utilities and services furnished to or used by Lessee or its agents and invitees in connection with the Property, including, but not limited to, gas, electricity, water, sewer, telephone, cable, trash collection, and all applicable utility connection charges

5. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. Lessee shall be solely responsible for any possessory interest property taxes arising out of Lessee's use or occupancy of the Property. Lessee shall pay before delinquency any and all possessory interest taxes and assessments levied against it or resulting from Lessee's use or occupancy of the Property. Lemoore makes no representation as to whether or not taxes are due, but agrees that it shall be responsible for all taxes that may be due as of the effective date of this Lease. On demand by Lemoore, Lessee shall furnish Lemoore with satisfactory evidence of these payments.

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

c. Business License Fees. Lessee shall pay before delinquency any and all business license fees that are levied and assessed against the Lessee, and that become payable during the term of this Agreement, pursuant to the Lemoore Municipal Code. Lessee's failure to pay any applicable business license fee to Lemoore shall constitute a default under this Agreement.

6. Indemnification. Lessee hereby releases and shall indemnify, defend, and hold harmless Lemoore and Lemoore's officials, officers, employees, agents, and volunteers from and against all liability, claims, suits, damages, losses, costs, and expenses, including reasonable attorney's fees, incurred in connection with or arising out of: (1) Lessee's use, occupation, or control of the Property (including Lessee's agents, employees, invitees, lessees, sub-lessees, or volunteers); (2) any breach of Lessee's performance obligations under this Agreement; 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, except to the extent such claim, suit, damage, loss, or expense is caused by the sole negligence or willful misconduct of Lemoore or Lemoore's officials, officers, employees, agents, or volunteers.

7. Insurance Requirements. Lessee, at its sole cost and expense, shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons and for damage to property that may arise from or in connection with the use, occupation, or control of the Property by Lessee or its agents, employees, invitees, lessees, or volunteers. The cost of such insurance shall be borne by Lessee.

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i. Insurance Services Office Commercial General Liability coverage (“Occurrence” form CG0001).
 - ii. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
 - iii. Property Insurance against all risk of loss to any of Lessee’s property, improvements and betterments.
- b. Minimum Limits of Insurance. Lessee shall maintain limits no less than:
 - i. General Liability: \$1,000,000.00 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.
 - ii. Workers’ Compensation coverage as required by State of California statutory limits.
 - iii. Employer’s Liability: \$1,000,000.00 per accident for bodily injury or disease.
 - iv. Property Insurance: Full replacement cost with no coinsurance penalty provision.
- c. Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:
 - i. Lemoore, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Premises owned, occupied or used by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to Lemoore, its officers, officials, employees, agents, or volunteers.
 - ii. Lessee’s insurance coverage shall be primary insurance as it respects to Lemoore, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Lemoore, its officers, officials, employees, agents, or volunteers shall be in excess of Lessee’s insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to Lemoore, its officers, officials, employees, agents or volunteers.
 - iv. Coverage shall state that Lessee’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.

- v. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Lemoore.

d. Acceptability of Insurers. The insurance described in this section is to be placed with an insurer or insurers licensed to do business in California, admitted by the California Insurance Commissioner, and which have a current A.M. Best's rating of not less than "A-."

e. Verification of Coverage. Lessee shall furnish Lemoore with original endorsements or certificates of insurance evidencing the coverage required by this section. The endorsements/ certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf.

8. Environmental Warranties. Lessee warrants and represents that it will not use, generate, manufacture, produce, store, or dispose of, on, under, or about Premises, or transport to or from the Premises, any Hazardous Materials, polychlorinated biphenyls (PCBs), or petroleum (including crude oil or any fraction or derivative thereof), except those uses incidental to the Use, and/or the installation, use and maintenance of any approved improvements on the Property and in accordance with all applicable laws and regulations. Lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Lemoore.

Lessee shall not permit to be piled or stored upon the Property any Hazardous Materials, gun powder, dynamite, gasoline, or explosive substance or material, except where used in the ordinary course of Lessee's Use and business and in compliance with all applicable laws. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to Lessee's use and occupancy thereof, Lessee, at its expense, shall be obligated to clean the Property to the satisfaction of Lemoore and any governmental body having jurisdiction thereover.

Lessee agrees to indemnify, defend, and hold harmless Lemoore against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorneys' fees) incurred by Lemoore as a result of Lessee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the Agreement term, unless such liability, cost or expense is proximately caused solely by the active negligence of Lemoore.

The term "Hazardous Materials" when used in this Agreement shall mean any hazardous waste, hazardous substance, hazardous materials or toxic substances as defined, as of the Effective Date, in any federal, state, or local statute, ordinance, rule, or regulation applicable

to the Premises, and any substance defined as “hazardous waste” in Health and Safety Code section 25117 or as a “hazardous substance” in Health and Safety Code section 25316, and in the regulations adopted and publications promulgated under these laws. “Hazardous Materials” shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation as of the Effective Date.

9. Liens and Claims. Lessee shall promptly and fully pay for all materials for any improvements installed or constructed on the Property and shall promptly and fully pay all persons who perform labor on said improvements. If any mechanics’ or materialmens’ liens or any other liens or claims for any work done or materials furnished at Lessee’s request are filed against the Property, Lessee shall remove the liens and claims at Lessee’s own expense. If Lessee fails to remove the liens or claims and any judgment is entered thereon or thereunder, Lessee shall pay that judgment. Should Lessee fail, neglect, or refuse to remove any lien or claim or to pay any judgment in a timely manner, Lemoore shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims. Under those circumstances, Lessee shall be liable to Lemoore for all costs, damages, reasonable attorneys’ fees, and any amounts expended by Lemoore in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. Lemoore may post and maintain upon the Property a notice of non-responsibility.

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

11. Successors: Assignment and Subletting. This Agreement 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 Lemoore, which consent shall be granted or withheld in Lemoore’s sole discretion. Notwithstanding the foregoing, Lessee may assign this Lease to an affiliate of Lessee or another legal entity which is either owned or controlled by the member or members of Lessee or family members of Lessee’s members (collectively all “Affiliates”)

12. Property Leased “AS IS”. The Property, including all access points, are leased to Lessee, and Lessee accepts the Property in its existing “AS IS” condition on the Effective Date. Lemoore 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 Property. 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 Lemoore as provided in section 1942 of the Civil Code. Lessee acknowledges that neither Lemoore, nor any officer, employee, or agent of Lemoore has made any representation or warranty with respect to the condition of the Property, the suitability of the Property for the 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 Lemoore or Lessee, and Lemoore and Lessee expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

13. Bankruptcy. Lemoore shall have the right to terminate this Agreement by written notice and to take exclusive possession of the Property in the event: (a) Lessee is adjudged bankrupt; (b) Lessee becomes insolvent and unable to pay Rent; (c) any action or proceeding for debtor relief of Lessee is commenced; 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 Lemoore's right to terminate as above set forth.

14. Reservations. Subject to Lessee's written approval in each specific instance, which shall not be unreasonably withheld, Lemoore reserves for itself and those to whom it grants such right, the right to construct, maintain and operate any existing and new or additional pipes, communication and power transmission facilities upon, over, and beneath the Property, so long as the exercise of such right does not unreasonably interfere with Lessee's rights and authorized uses under this Agreement.

Lemoore reserves the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Property, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with exclusive and, perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Property within five hundred feet (500') of the surface thereof to extricate or remove the same.

15. Subterranean Facilities. The absence of markers, monuments or maps indicating the presence of subterranean facilities, whether belonging to Lemoore or otherwise, does not constitute a warranty or representation that none exist. Lessee accepts this Agreement with full cognizance of the potential presence of such, acknowledging that the costs of Lessee's use may increase by reason thereof, and acknowledges that the owner or owners thereof may have acquired the right to continue to maintain such facilities by the passage of time.

16. Eminent Domain. In the event of the taking or condemnation of all or any part of the Property, Lessee may receive compensation only for any taking of or damage to Lessee's crop and the Improvements. Any other compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to Lemoore.

17. Default.

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

i. 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 thirty (30) days of the due date;

- ii. Abandonment of the Property, in whole or in part;
- iii. Abandonment of both of of Lessee's processing plants in the City of Lemoore;
- iv. Failure to perform any other provision of this Agreement if the failure to perform is not cured after written notice from the Lessor specifying the nature of such failure and the Lessee: (i) does not promptly commence taking all necessary and appropriate actions to remedy such failure, or (ii) does not thereafter diligently and continuously pursue all such remedial actions, or (iii) does not fully cure such failure within the minimum period of time reasonably required under the circumstances to achieve a cure, but in any event within ninety (90) days after written notice of such failure, time being strictly of the essence; provided, however, that the Lessee shall not be entitled to cure the breach of any covenant that is "non-curable."

b. Notice of Default. Notices given under this section shall specify the alleged default and the applicable Agreement provisions and shall demand that Lessee cure the default within ten (10) days, or quit the Property.

c. Termination Resulting from Default. Except as provided under Paragraph 17(a)(iv), Lemoore may terminate this Agreement immediately upon written notice to Lessee if Lessee defaults on any obligation under this Agreement and fails to cure such default within ten (10) days after written notice from Lemoore of such default. In the event of a default by Lessee under this Agreement, Lemoore may terminate this Agreement and 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. At Lemoore's option, if Lessee has breached this Agreement and/or abandoned the Property, in whole or in part, this Agreement shall continue in effect for so long as Lemoore does not terminate Lessee's right to possession, and Lemoore may enforce all rights and remedies under this Agreement, including the right to recover the rent as it becomes due. Further, Lemoore shall be entitled to recover from Lessee damages and to exercise such other rights and remedies as provided to Lemoore under the laws of the State of California.

d. Right to Cure at Lessee's Expense. Lemoore, at any time after Lessee commits a default, can cure the default at Lessee's cost. If Lemoore, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Lemoore shall be due immediately from Lessee to Lemoore upon Lemoore'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 Lemoore until Lemoore is reimbursed by Lessee. The sum, together with interest on it, shall be additional rent.

e.. Force Majeure Delays. Except as otherwise expressly provided in this Lease,

should the performance of any act required by this Lease to be performed by either Lessor or Lessee be prevented or delayed by reason of any pandemic, Emergency Declaration by the Governor, act of God, strike, war, lockout, labor trouble, delays in receiving approvals from any governmental regulatory agency not resulting from the acts or omissions of either Lessor or Lessee, or inability to secure materials (but not by reason of delay in the issuance of any required governmental permit, license or approval), the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that any such extension of the time for performance shall not affect the commencement or expiration of the Term or the Extension.

18. Option to Purchase Property. Notwithstanding anything to the contrary in this Agreement, during the term of the Lease the following early termination and option to purchase provisions shall apply:

a. Option to Purchase Property. During the Term of this Lease, upon not less than sixty (60) days written notice, Lessee may elect to purchase the Property ("Option").

If the Option is exercised, the purchase price ("Purchase Price") for the Property shall be \$25 000.00 per acre.

Upon execution of the Option, the parties shall open escrow with Chicago Title Company, 7330 North Palm Avenue, Suite 101, Fresno, California 93711, in accordance with the customary terms of Kings County.

Upon close of escrow, the Lease shall terminate.

19. Termination. Lemoore may terminate this Agreement upon written notice to Lessee if Lessee defaults on any obligation of this Agreement as outlined in Section 17. Lessee may terminate this Agreement as follows: (1) By exercising the Option pursuant to Section 18; or (2) for convenience by providing 60 days written notice prior to the end of the Initial Term. Lessee acknowledges and agrees that it is entering into this Agreement voluntarily and that upon termination of this Agreement according to its terms, Lessee shall not be entitled to any relocation assistance or benefits from Lemoore.

20. Waiver. No delay or omission in the exercise of any right or remedy of Lemoore on any default by Lessee shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by Lemoore of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. If such delinquent rent is accepted after notice of default and termination has been served, the acceptance shall not constitute a waiver. Lemoore's consent to or approval of any act by Lessee requiring Lemoore's consent or approval shall not be deemed to waive or render unnecessary Lemoore's consent to or approval of any subsequent act by Lessee. Any waiver by Lemoore 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 Agreement.

21. Entry and Inspection of Property. Lemoore and its authorized representatives

shall have the right to enter and inspect the Property with at least twenty-four (24) hours advance notice to determine whether the Premises are in good condition and whether Lessee is complying with its obligations under this Agreement.

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

23. Notice. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to either party to this Agreement by the other party to this Agreement, shall be in writing and shall be deemed properly delivered, given or served when personally delivered to such party, or in lieu of personal service such notice or other communication shall be deemed properly delivered, given or served on the earliest of: (i) the date actually received; (ii) three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective party at the address shown below; or, (iii) one (1) business day after deposit with a delivery service, which guarantees next business day delivery, addressed to the respective party as shown below. Either party may change its address for purposes of notice by giving written notice of such change of address to the other party in accordance with the provisions of this paragraph, which change of address shall be effective five (5) business days after giving notice thereof. As of the date of this Agreement, the addresses of the parties are set forth below their signatures.

24. Effect of Termination of Agreement. Termination or expiration of this Agreement 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 Agreement it is provided that anything shall or may be done after termination or expiration hereof.

25. Entire Agreement and Amendments. This Agreement 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 executed by both Parties. This Agreement shall not be modified or amended in any way except in writing signed by the Parties hereto.

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

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

28. Attorney's Fees. If either Party commences an action against the other party arising out of or in connection with this Agreement, 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.

29. Voluntary Agreement; Authority to Execute. Lessee and Lemoore 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.

30. Counterpart Copies. The Agreement may be signed in counterpart or duplicate originals, and any signed counterpart or duplicate original shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

LESSEE:
Farm Lemoore 2, LLC

LEMOORE:

By: _____
Helios Dayspring, Manager

By: _____
Nathan Olson, City Manager

Send Notices To:

Farm Lemoore 2, LLC
998 Huston Street
Grover Beach, CA 93433
Attn: Helios Dayspring

Send Notices To:

City of Lemoore
Attn: Nathan Olson
119 Fox St.
Lemoore, California 93245
Email: nolson@lemoore.com
Phone: (559) 924-6700

EXHIBIT A

23 acres is APN 024-080-068-000
12 acres is 024-080-070-000





October 09, 2020

City of Lemoore
Judy Howell, Community Development Director
711 West Cinnamon Drive
Lemoore, CA 93245
email: planning@lemoore.com

Subject: Initial Study/Mitigated Negative Declaration (SCH#2020090305) –
Lemoore Farm LLC Cannabis Cultivation Project

Dear Ms. Howell:

Thank you for providing the California Department of Food and Agriculture (CDFA) CalCannabis Cultivation Licensing Division (CalCannabis) the opportunity to comment on the Initial Study/Mitigation Negative Declaration (IS/MND) (SCH#2020090305) prepared by the City of Lemoore for the proposed Lemoore Farm LLC Cannabis Cultivation Project (Proposed Project).

CDFA has jurisdiction over the issuance of licenses to cultivate, propagate and process commercial cannabis in California. CDFA issues licenses to outdoor, indoor, and mixed-light cannabis cultivators, cannabis nurseries and cannabis processor facilities, where the local jurisdiction authorizes these activities. (Bus. & Prof. Code, §26012(a)(2).) All commercial cannabis cultivation within California requires a cultivation license from CDFA. Therefore, with respect to the Proposed Project, CDFA is a responsible agency under the California Environmental Quality Act (CEQA). For a complete list of all license requirements, including CalCannabis Licensing Program regulations, please visit: [https://static.cdfa.ca.gov/MCCP/document/CDFA%20Final%20Regulation%20Text 01162019 Clean.pdf](https://static.cdfa.ca.gov/MCCP/document/CDFA%20Final%20Regulation%20Text%2001162019%20Clean.pdf).

CDFA expects to be a Responsible Agency for this project because the project will need to obtain an annual cultivation license from CDFA. In order to ensure that the IS/MND is sufficient for CDFA's needs at that time, CDFA requests that a copy of the IS/MND, revised to respond to the comments provided in this letter, and a signed Notice of Determination be provided to the applicant, so the applicant can include them with the application package it submits to CDFA. This should apply not only to this



Proposed Project, but to all future CEQA documents related to cannabis cultivation applications in the City of Lemoore.

CDFA offers the following comments concerning the IS/MND.

General Comments (GC)

GC 1: Proposed Project Description

In general, more detailed information related to Proposed Project operations and routine maintenance would be helpful to CDFA. This includes:

- the types of equipment and projected duration of use anticipated for cultivation operations and maintenance activities;
- the number of workers employed at the cultivation site, and estimated number of daily vehicle trips projected to occur during each phase of operations;
- the source (equipment) and amounts of energy expected to be used in operating the facility, including any energy management and efficiency features incorporated into the Proposed Project; and
- the amount of water expected to be used in operating the facility, including any recycling and efficiency features incorporated into the Proposed Project.

GC 2: Supporting Documentation

The IS/MND would be strengthened if supporting documentation for technical analyses were provided as appendices. In addition to the *Limited Traffic Analyses – Trip and Parking Generation Estimates* (Peters Engineering Group 2020), the assumptions, calculations, and analysis related to air quality and greenhouse gas (GHG) emissions, biological resources, energy, noise, and water usage would support the conclusions in the IS/MND. In order to ensure that CDFA has supporting documentation for the IS/MND, CDFA requests that the City advise applicants to provide copies of all project-specific plans and supporting documentation with their state application package for annual cultivation license to CDFA.

GC 3: Reliance on the City's 2030 General Plan

In multiple instances, the IS/MND relies on the City's *2030 General Plan*, adopted in 2008, to support the Proposed Project's consistency with local policies and/or availability of resources to serve the Project. The IS/MND would be strengthened if it described the assumptions and analysis used by the City to determine that the 2008 General Plan adequately accounted for the development of commercial cannabis

cultivation activities that were not legal in the State of California until 2015 (in the case of medicinal cannabis) or 2017 (in the case of adult-use cannabis).

GC 4: Acknowledgement of CDFA Regulations

The Project Description acknowledges that CDFA is an agency with whose approval may be required for the Proposed Project. The IS/MND would be more informative by also acknowledging that CDFA is responsible for regulation of cannabis cultivation and enforcement, as defined in the Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA) and CDFA regulations related to cannabis cultivation (Bus. & Prof. Code, § 26103(a)). The impact analysis would be further supported by a discussion of the effects of state regulations on reducing the severity of impacts on the following resource topics:

- Aesthetics (See 3 California Code of Regulations § 8304(c); § 8304(g).)
- Air Quality and Greenhouse Gas Emissions (See § 8102(s); § 8304(e); § 8305; § 8306.)
- Biological Resources (See § 8102(w); § 8102(dd); § 8216; § 8304(a-c); § 8304(g).)
- Cultural Resources (See § 8304(d).)
- Hazards and Hazardous Materials (See § 8102(q); § 8102(aa); § 8106(a)(3); § 8304(f); § 8307.)
- Hydrology and Water Quality (See § 8102(p); § 8102(v); § 8102(w); § 8102(dd); § 8107(b); § 8216; § 8304(a and b); § 8307.)
- Noise (See § 8304(e); § 8306.)
- Utilities and Service Systems (See § 8102(s); § 8108; § 8308.)
- Energy (See § 8102(s); § 8305; § 8306.)
- Cumulative Impacts (related to the above topics).

GC 5: AB 52 Compliance

The document would be strengthened if it contained a description of the Assembly Bill 52 compliance process for the Proposed Project. Appendix A lists six tribes on the Tribal Consultation List. Although the IS/MND describes the City's outreach to the Santa Rosa Rancheria Tachi Yokut Tribe, there is no description of, or reference to, any outreach to the other five tribes. The IS/MND should include a list of the tribes that were contacted, the dates on which such contacts were made, a description of any requests for consultation, and a summary of the results from such consultations.

GC 6: Other Public Agencies Whose Approval May Be Required

The IS/MND would be more informative if the permit or approval required from each agency was listed, and whether such permits have been obtained. The IS/MND would

also be improved by specifying the types of state cannabis licenses that will be required by each State cannabis licensing agency, depending on the activities that will occur at the site.

GC 7: Evaluation of Cumulative Impacts

It is important for CEQA analysis to consider the cumulative impacts of cannabis cultivation in the City of Lemoore. Of particular importance are topics for which the impacts of individual projects may be less than significant, but where individual projects may contribute to a significant cumulative impact. These topics include:

- Impacts of groundwater diversions on the health of the underlying aquifer, including impacts on other users and impacts on stream-related resources connected to the aquifer;
- Impacts related to noise;
- Impacts related to transportation; and
- Impacts related to air quality and objectionable odors.

The IS/MND should acknowledge and analyze the cumulative impacts of other cannabis cultivation projects being processed by the City, and any other reasonably foreseeable projects in Lemoore that could contribute to cumulative impacts similar to those of the Proposed Project.

Specific Comments and Recommendations

In addition to the general comments provided above, CDFA provides the following specific comments regarding the analysis in the IS/MND.

| Comment No. | Section Nos. | Page No(s). | Resource Topic(s) | IS/MND Text | CDFA Comments and Recommendations |
|--------------------|---------------------|--------------------|--|---|---|
| 1 | 3.2 | 3-3 | Environmental Factors Potentially affected | N/A (General Comment) | The IS/MND would be improved if it indicated in the checkboxes which environmental factors would be potentially affected by the Proposed Project as indicated in the document, including Biological Resources, Cultural Resources, Geology and Soils, and Hydrology. |
| 2 | 3.4.1(d) | 3-9 | Aesthetics | N/A (General comment) | The IS/MND would be improved if it referenced CDFA's requirements that all outdoor lighting for security purposes must be shielded and downward facing, and that lights used in mixed-light cultivation activities must be fully shielded from sunset to sunrise to avoid nighttime glare (Cal. Code Regs., tit. 3 §§ 8304(c) and (g)). |
| 3 | 3.4.3a | 3-15 to 3-17 | Air Quality | Based on the above information, this project qualifies for a limited air quality analysis applying the SPAL guidance to | The IS/MND would be more informative if it provided assumptions and calculations arrived at by applying the SPAL guidance. The document describes the Project site as covering 35 acres, which equals 1,524,600 square feet. The SPAL level, as provided by table 3.4.3-2, is 510,000 square feet. CDFA |

| Comment No. | Section Nos. | Page No(s). | Resource Topic(s) | IS/MND Text | CDFA Comments and Recommendations |
|--------------------|---------------------|--------------------|--------------------------|--|--|
| | | | | determine air quality impacts. | <p>requests that the applicant provides supporting documentation as an attachment or appendix, or include it with its State cultivation license application.</p> <p>In addition, the analysis focuses on construction. The IS/MND would be strengthened by including an analysis of emissions generated by operations and maintenance.</p> |
| 4 | 3.4.3b | 3-17 and 3-18 | Air Quality | <p>Operation of the project would also create additional criteria pollutants, particularly as a result of increased mobile emissions in the project area. However, these impacts also would not exceed thresholds.</p> <p>... Further, as the proposed project</p> | The IS/MND would be more informative if it provided assumptions and calculations to support its conclusions about operational emissions. |

| Comment No. | Section Nos. | Page No(s). | Resource Topic(s) | IS/MND Text | CDFA Comments and Recommendations |
|--------------------|---------------------|--------------------|--------------------------|--|---|
| | | | | would not result in significant operational emissions of criteria pollutants, the proposed project would not contribute to a long-term cumulative increase in criteria pollutants. | |
| 5 | 3.4.3c | 3-18 to 3-19 | Air Quality | The PW Engvall Elementary School is the closest sensitive receptor and is located 1.5 miles northeast of the project site. | The IS/MND would be improved if it provided additional information regarding the location of residences near the Proposed Project, as well as their distance to the Proposed Project site, and provided an analysis of whether there would be air quality impacts to such residences. |
| 6 | 3.4.5a | 3-35 | Cultural Resources | Additionally, a Sacred Lands File (SLF) search was requested to the Native American Heritage Commission (NAHC). A response was received from the NAHC on May 22, | The document would be strengthened if it described the “positive results” indicated in the correspondence from the NAHC. |

| Comment No. | Section Nos. | Page No(s). | Resource Topic(s) | IS/MND Text | CDFA Comments and Recommendations |
|--------------------|---------------------|--------------------|-----------------------------|---|---|
| | | | | 2020, which indicated positive results. | |
| 7 | 3.4.6 | 3-39 | Energy | N/A | The IS/MND would be improved if it referenced CDFA's requirements regarding the use of renewable energy (Cal. Code Regs., tit. 3 § 8305). |
| 8 | 3.4.8 | 3-49 | Greenhouse Gas Emissions | As shown in Table 3.4.3-2, the proposed project would not exceed the established SPAL limits for an industrial park project. | The IS/MND would be more informative if it provided assumptions and calculations arrived at by applying the SPAL guidance. (See Specific Comment 3.) |
| 9 | 3.4.10a | 3-58 | Hydrology and Water Quality | Since the proposed project includes the cultivation of cannabis, there will be minimal uses or storage of any type of substances that would potentially contaminate groundwater or surface water quality. | The IS/MND would be improved if it described substances that could potentially contaminate groundwater or surface water and provided an analysis of the potential for such impacts. |
| 10 | 3.4.10b | 3-59 | Hydrology and Water Quality | The project site plan is approximately 35 acres in area, is zoned ML (Light Industrial), and includes installation of steal | The document would be improved if it identified the threshold above which a Water Supply Assessment would be |

| Comment No. | Section Nos. | Page No(s). | Resource Topic(s) | IS/MND Text | CDFA Comments and Recommendations |
|--------------------|---------------------|--------------------|-----------------------------|--|---|
| | | | | [sic] hoop houses, a cargo container and stock tanks, which is well below the threshold requiring a Water Supply Assessment pursuant to State Bill 610. | required, and compared the proposed water use with this threshold. |
| 11 | 3.4.10b | 3-59 | Hydrology and Water Quality | Based on available data on water usage by land use type, light industrial warehousing and distribution uses are estimated to have an annual water usage 0.07 acre-feet per year per one thousand sq. ft. | The IS/MND would be improved if it provided a water use estimate for cannabis cultivation activities, rather than basing its estimate on warehousing and distribution activities. |
| 12 | 3.4.10b | 3-59 to 3-60 | Hydrology and Water Quality | As the project site is currently zoned for Light Industrial development, the General Plan has adequately analyzed the water needed to meet the increased water demand. | The IS/MND would be strengthened if it explained how the water usage calculations for the Proposed Project are consistent with the water demand calculations in the General Plan. |

| Comment No. | Section Nos. | Page No(s). | Resource Topic(s) | IS/MND Text | CDFA Comments and Recommendations |
|--------------------|---------------------|--------------------|-----------------------------|--|--|
| 13 | 3.4.10c (i) | 3-60 | Hydrology and Water Quality | Once operational, there will be minimal areas of impervious surface that would create water runoff. | The document would be improved if it quantified the area of impervious surface that would result from the Proposed Project. |
| 14 | 3.4.10c (i) | 3-60 | Hydrology and Water Quality | The project will be developed in a way that stormwater will be able to percolate to ground and not cause soil erosion or siltation. | The IS/MND would be more informative if it described how the development of the Proposed Project would allow stormwater to percolate and not cause erosion or siltation. |
| 15 | 3.4.10c (ii) | 3-61 | Hydrology and Water Quality | The project would develop significant areas of impervious surfaces that could significantly reduce the rate of percolation at the site or concentrate and accelerate surface runoff in comparison to the baseline condition. | This statement directly contradicts the descriptions of the Proposed Project impacts in section 3.4.10c (ii). (See Specific Comments 13 and 14.) The document should be made consistent and should be supported by substantial evidence. |
| 16 | 3.4.13 | 3-70 to 3-72 | Noise | N/A | The document would be improved if it described sources of noise from Proposed Project operations (e.g. forklifts, heavy equipment, vehicles, delivery trucks, odor control equipment, |

| Comment No. | Section Nos. | Page No(s). | Resource Topic(s) | IS/MND Text | CDFA Comments and Recommendations |
|--------------------|---------------------|--------------------|------------------------------------|---|---|
| | | | | | fans) and provided an analysis of whether these sources would create noise or vibration impacts. |
| 17 | 3.4.19b | 3-92 | Utilities and Service Systems | N/A | The IS/MND would be improved if it provided an estimate for water use based on the cannabis cultivation activities (see Specific Comment 11), and provided an analysis of whether there are sufficient water supplies to serve the Proposed Project in normal, dry, and multiple dry years. |
| 18 | 3.4.19c | 3-93 | Utilities and Service Systems | N/A | The document would be strengthened if it included an estimate of wastewater that would be generated as a result of Proposed Project operations. |
| 19 | 3.4.19c | 3-93 | Utilities and Service Systems | There are three State licensing agencies that provide regulations for cannabis waste. | Commercial cannabis cultivation activities are governed by CDFA regulations. (Cal. Code Regs., tit. 3 § 8308.) |
| 20 | 3.4.21b | 3-100 | Mandatory Findings of Significance | N/A | If the General Plan did not analyze the impacts of commercial cannabis operations, the IS/MND would be more informative if it identified whether any |

| Comment No. | Section Nos. | Page No(s). | Resource Topic(s) | IS/MND Text | CDFA Comments and Recommendations |
|--------------------|---------------------|--------------------|--------------------------|--------------------|---|
| | | | (Cumulative Impacts) | | other cannabis growing operations exist or have been proposed in the vicinity of the Proposed Project, and whether the Proposed Project would make a considerable contribution to any cumulative impacts from these other projects. |

Conclusion

CDFA appreciates the opportunity to provide comments on the IS/MND for the Proposed Project. If you have any questions about our comments or wish to discuss them, please contact Kevin Ponce, Senior Environmental Scientist Supervisor, at (916) 576-4161 or via e-mail at kevin.ponce@cdfa.ca.gov.

Sincerely,

Lindsay Rains
Licensing Program Manager



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October 15, 2020

Judy Holwell
City of Lemoore
Community Development Department
711 West Cinnamon Drive
Lemoore, California 93245
jholwell@lemoore.com

**Subject: Lemoore Farm, LLC Cannabis Cultivation Project
Mitigated Negative Declaration (MND)
Indoor Cannabis Cultivation (Project)
SCH Number: 2020090305**

Dear Ms. Holwell:

The California Department of Fish and Wildlife (CDFW) received an MND from the City of Lemoore for the above-referenced Project pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines.¹

Thank you for the opportunity to provide recommendations regarding the activities proposed at the Project site that may affect California fish and wildlife. Likewise, CDFW appreciates the opportunity to provide comments regarding those aspects on the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under Fish and Game Code.

CDFW ROLE

CDFW is California's **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a)). CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species (*Id.*, § 1802). Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on

¹ CEQA is codified in the California Public Resources Code in section 21000 et seq. The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

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projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW is also submitting comments as a **Responsible Agency** under CEQA (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381). CDFW expects that it may need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority (Fish & G. Code, § 1600 et seq.). Likewise, to the extent implementation of the Project as proposed may result in take as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), related authorized as provided by the Fish and Game Code will be required.

In this role, CDFW is responsible for providing, as available, biological expertise during public agency environmental review efforts (e.g., CEQA), focusing specifically on project activities that have the potential to adversely affect fish and wildlife resources. CDFW provides recommendations to identify potential impacts and possible measures to avoid or reduce those impacts.

Bird Protection: CDFW has jurisdiction over actions with potential to result in the disturbance or destruction of active nest sites or the unauthorized take of birds. Fish and Game Code sections that protect birds, their eggs, and nests include sections 3503 (regarding unlawful take, possession or needless destruction of the nest or eggs of any bird), 3503.5 (regarding the take, possession, or destruction of any birds-of-prey or their nests or eggs), and 3513 (regarding unlawful take of any migratory nongame bird).

Fully Protected Species: CDFW has jurisdiction over fully protected species of birds, mammals, amphibians, reptiles, and fish pursuant to Fish and Game Code sections 3511, 4700, 5050, and 5515. Take of any fully protected species is prohibited and CDFW cannot authorize their incidental take.

Unlisted Species: Species of plants and animals need not be officially listed as Endangered, Rare, or Threatened (E, R, or T) on any State or Federal list to be considered E, R, or T under CEQA. If a species can be shown to meet the criteria for E, R, or T as specified in the CEQA Guidelines (Cal. Code Regs., tit. 14, § 15380), CDFW recommends it be fully considered in the environmental analysis for this Project.

PROJECT DESCRIPTION SUMMARY

Proponent: Lemoore Farm, LLC

Objective: The Project consists of indoor cannabis cultivation on approximately 35 acres of previously disturbed land. The Project proponent proposes to conduct indoor

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cannabis cultivation within steel hoop houses and includes a cargo container that will have an office area, house the computerized irrigation and security monitoring system, and stock tanks.

Location: The Project will take place at latitude 36.26741, longitude -119.80089; located west of South 19th Avenue, north of Jackson Avenue, east of State Route (SR) 41, and south of Idaho Avenue in the City of Lemoore, Kings County, California. Assessor's Parcel Numbers (APN) 024-080-068 and 024-080-070.

Timeframe: Unspecified.

RECOMMENDATIONS

CDFW offers the following recommendations to assist the City of Lemoore in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct and indirect impacts on fish and wildlife (biological) resources. Editorial comments or other suggestions may also be included to improve the document.

I. Environmental Setting and Related Impact

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 CDFW or the United States Fish and Wildlife Service (USFWS)?

Review of the California Natural Diversity Database (CNDDB) reveals records for several special status species within the vicinity of the Project site including, but not limited to the State Endangered and federally Endangered Tipton Kangaroo Rat (*Dipodomys nitratoide nitratoide*); the State Threatened and federally Endangered San Joaquin kit fox (*Vulpes macrotis mutica*), the State Threatened Swainson's hawk (*Buteo swainsoni*), State species of special concern burrowing owl (*Athene cunicularia*), and western pond turtle (*Emys marmorata*), (CDFW, 2020). The Project has the potential to impact biological resources. An analysis of potential impacts and recommended mitigation measures summarized by species follows below.

COMMENT 1: Tipton Kangaroo Rat (TKR)

Issue: TKR have been documented to occur within areas of suitable habitat within and adjacent to the Project.

Specific impact: Without appropriate avoidance and minimization measures for TKR, potential significant impacts include loss of habitat, burrow collapse, inadvertent entrapment of individuals, reduced reproductive success such as

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reduced health or vigor of young, and direct mortality of individuals. Specifically, TKR has been documented as recently as 2019 in the lands east of SR 41 and north and south of Jackson Avenue (CDFW 2020). The Project site is within dispersal distance of these known occupied locations for TKR. Suitable TKR habitat includes areas of grassland, upland scrub, and alkali sink habitats that contain requisite habitat elements, such as small mammal burrows.

Evidence impact is potentially significant: Habitat loss resulting from agricultural, urban, and industrial development is the primary threat to TKR. Very little suitable habitat for this species remains along the western floor of the San Joaquin Valley (ESRP 2020). Areas of suitable habitat within the Project represent some of the only remaining undeveloped land in the vicinity, which is otherwise intensively managed for agriculture. As a result, ground-disturbing activities within the Project area may have the potential to significantly impact local populations of TKR.

Recommended Potentially Feasible Mitigation Measure(s)

To evaluate potential impacts to TKR associated with subsequent development, CDFW recommends conducting the following evaluation of Project areas and implementing the following mitigation measures.

Recommended Mitigation Measure 1: TKR Habitat Assessment

CDFW recommends that a qualified biologist conduct a habitat assessment in advance of Project implementation, to determine if the Project area or its immediate vicinity contains suitable habitat for TKR.

Recommended Mitigation Measure 2: TKR Avoidance

If suitable habitat is present, CDFW advises maintenance of a 50-foot minimum no-disturbance buffer around all small mammal burrow entrances of suitable size for TKR use.

Recommended Mitigation Measure 3: TKR Surveys

If burrow avoidance is not feasible, CDFW recommends that focused protocol-level trapping surveys be conducted by a qualified wildlife biologist that is permitted to do so by both CDFW and USFWS, to determine if TKR occurs in the Project area. CDFW advises that these surveys be conducted in accordance with the USFWS (2013) "Survey Protocol for Determining Presence of San Joaquin Kangaroo Rats," well in advance of ground-disturbing activities in order to determine whether impacts to TKR could occur.

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Recommended Mitigation Measure 4: TKR Take Authorization

TKR detection warrants consultation with CDFW to discuss how to avoid take or, if avoidance is not feasible, to acquire a State Incidental Take Permit (ITP) prior to ground-disturbing activities, pursuant to Fish and Game Code section 2081(b).

II. Editorial Comments and/or Suggestions

Mitigation Measure BIO-1, San Joaquin Kit Fox Avoidance and Protection Measures, page 3-27.

Mitigation Measure BIO-1 states “prior to initial ground disturbing activities, a qualified wildlife biologist shall conduct a biological clearance survey 14-30 calendar days prior to the onset of construction. The clearance survey shall include walking transects to identify presence of San Joaquin kit fox or diagnostic signs of that species (e.g., dens, tracks, prey remains), and other special-status species or protected species including but not limited to Western burrowing owls, Swainson’s hawk, etc. If a known, active, or natal kit fox den is discovered during the clearance survey, the appropriate buffers shall be established using fencing or flagging as follows: (1) at least 50 feet around potential or atypical (any manmade structure such as pipes, culverts, and diggings below concrete slabs, that may be occupied by San Joaquin kit fox) den(s) and (2) at least 100 feet around known den(s).”

CDFW recommends that a qualified biologist assess presence and absence of San Joaquin kit fox (SJKF) and/or their dens by conducting surveys to detect SJKF individuals and their sign, both on and within 200 feet of the Project site, following the USFWS “Standardized recommendations for protection of the San Joaquin kit fox prior to or during ground disturbance” (USFWS, 2011). SJKF detection warrants consultation with CDFW to discuss how to implement the Project and avoid take, or if avoidance is not feasible, to acquire a State ITP, pursuant to Fish and Game Code section 2081(b).

Mitigation Measure BIO-3, Swainson’s Hawk Surveys, page 3-28.

As currently drafted, Mitigation measure BIO-3 states “If all project activities are completed outside of the Swainson’s hawk nesting season (February 15 through August 31), this mitigation measure may be disregarded. If no Swainson’s hawk nests are found, no further action is required. Nesting surveys for the Swainson’s hawks shall be conducted in accordance with the protocol outlined in the Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys, in California’s Central Valley (Swainson’s Hawk Technical Advisory Committee 2000). If potential Swainson’s hawk nests or nesting substrates are located within 0.5 miles of the project site, then those nests or substrates must be monitored for activity on a routine and repeating basis

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throughout the breeding season, or until Swainson's hawks or other raptor species are verified to be using them."

CDFW recommends a minimum no-disturbance buffer of ½ mile shall be delineated around active nests, regardless of when they are found, until the breeding season has ended or until a qualified biologist has determined and CDFW confirmed in writing the birds have fledged and are no longer reliant upon the nest site for survival. If the ½ mile buffer is not feasible or cannot be implemented, consultation with CDFW would be warranted to determine if take can be avoided. If take cannot be avoided, acquisition of a State ITP, pursuant to Fish and Game Code section 2081(b) is advised.

Mitigation Measure BIO-5, Nesting Bird Surveys and Avoidance, page 3-29.

As currently drafted, Mitigation Measure BIO-5 states "If construction is planned during the nesting season for migratory birds and raptors, a preconstruction survey to identify active bird nests shall be conducted by a qualified biologist to evaluate the site and a 250-foot buffer for migratory birds and a 500-foot buffer for raptors. If nesting birds are identified during the survey, active raptor nests shall be avoided by 500 feet and all other migratory bird nests shall be avoided by 250 feet. Avoidance buffers may be reduced if a qualified onsite monitor determines that encroachment into the buffer area is not affecting nest building, the rearing of young, or otherwise affecting the breeding behaviors of the resident birds."

CDFW recommends that a qualified wildlife biologist conduct preconstruction surveys for active nests no more than two weeks prior to the start of ground disturbance to maximize the probability that nests that could potentially be impacted are detected. CDFW also recommends that surveys cover a sufficient area around the Project site to identify nests and determine their status. A sufficient area means any area potentially affected by a project. In addition to direct impacts (i.e., nest destruction), noise, vibration, odors, and movement of workers or equipment could also affect nests. If active nests are located, then all construction work shall be conducted outside a no-disturbance buffer zone to be developed by the project biologist based on the species (i.e., 250-feet for common species and at least 500-feet for raptors and special status species), slope aspect and surrounding vegetation. Prior to initiation of construction activities, CDFW recommends a qualified biologist conduct a survey to establish a behavioral baseline of all identified nests. Once construction begins, CDFW recommends a qualified biologist continuously monitor nests to detect behavioral changes resulting from the Project. If behavioral changes occur, CDFW recommends the work causing that change cease and CDFW be consulted for additional avoidance and minimization measures.

If continuous monitoring of identified nests by a qualified wildlife biologist is not feasible, CDFW recommends a minimum no-disturbance buffer of 250-feet around active nests

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of non-listed bird species and a 500-foot no-disturbance buffer around active nests of non-listed raptors. These buffers are advised to remain in place until the breeding season has ended or until a qualified biologist has determined the birds have fledged and are no longer reliant upon the nest or parental care for survival. Variance from these no-disturbance buffers is possible when there is compelling biological or ecological reason to do so, such as when the construction area would be concealed from a nest site by topography. CDFW recommends that a qualified wildlife biologist advise and support any variance from these buffers and notify CDFW in advance of implementing a variance.

Mitigation Measure BIO-6 (c) and (d) San Joaquin Kit Fox Avoidance and Protection Measures, page3-29.

As currently drafted, Mitigation Measure BIO-6 (c) states “To prevent inadvertent entrapment of kit fox or other animals during construction, the contractor shall cover all excavated, steep-walled holes or trenches more than two feet deep at the close of each workday with plywood or similar materials. If holes or trenches cannot be covered, one or more escape ramps constructed of earthen fill or wooden planks shall be installed in the trench. Before such holes or trenches are filled, the contractor shall thoroughly inspect them for entrapped animals. All construction-related pipes, culverts, or similar structures with a diameter of four-inches or greater that are stored on the project site shall be thoroughly inspected for wildlife before the pipe is subsequently buried, capped, or otherwise used or moved in anyway. If at any time an entrapped or injured kit fox is discovered, work in the immediate area shall be temporarily halted and USFWS and CDFW shall be consulted.”

As currently drafted Mitigation measure BIO-6(d) states “If a kit fox is discovered inside a pipe, that section of pipe shall not be moved until the individual is allowed to escape on its own. If necessary, and under the direct supervision of the biologist, the pipe may be moved only once to remove it from the path of construction activity, until the fox has escaped.”

Take as defined in Fish and Game Code section 86 means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill. Entrapping a State threatened species, such as the SJKF is considered take (Fish & G. Code, § 86). SJKF detection warrants consultation with CDFW to discuss how to implement the Project and avoid take, or if avoidance is not feasible, to acquire a State ITP, pursuant to Fish and Game Code section 2081(b). Full avoidance measures should be incorporated into the MND. Mitigation Measure BIO-6(c) is advised to be removed as absent securing a State ITP as described above, removal of an entrapped kit fox constitutes take that must be authorized under the State ITP.

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Land Conversion: Project activities that result in land conversion may also result in habitat loss for special status species, migration/movement corridor limitations, or fragmentation of sensitive habitat. Loss of habitat to development and agriculture are contributing factors to the decline of many special status species and game species. CDFW recommends CEQA documents generated for cannabis activities address cumulative impacts of land conversion.

Cumulative Impacts: General impacts from Projects include habitat fragmentation, degradation, habitat loss, migration/movement corridor limitations, and potential loss of individuals to the population. Multiple cannabis-related Projects have been proposed throughout Kings County with similar impacts to biological resources. CDFW recommends the lead agency consider all approved and future projects when determining impact significance to biological resources.

Cannabis Water Use: Water use estimates for cannabis plants are not well established in literature and estimates from published and unpublished sources range between 3.8-liters and 56.8-liters per plant per day. Based on research and observations made by CDFW in northern California, cannabis grow sites have significantly impacted streams through water diversions resulting in reduced flows and dewatered streams (Bauer, S. et al. 2015). Groundwater use for clandestine cannabis cultivation activities have resulted in lowering the groundwater water table and have impacted water supplies to streams in northern California. CDFW recommends that CEQA documents address the impacts to groundwater and surface water that may occur from Project activities.

NOTIFICATION OF LAKE AND STREAMBED ALTERATION

Business and Professions Code 26060.1 (b)(3) includes a requirement that California Department of Food and Agriculture cannabis cultivation licensees demonstrate compliance with Fish and Game Code section 1602 through written verification from CDFW. CDFW recommends submission of a Lake and Streambed Alteration Notification to CDFW for the proposed Project prior to initiation of any cultivation activities. Please note, CDFW is required to comply with CEQA in the issuance of a Lake or Streambed Alteration Agreement.

ENVIRONMENTAL DATA

CEQA requires that information developed in Environmental Impact Reports and Negative Declarations be incorporated into a database, which may be used to make subsequent or supplemental environmental determinations (Pub. Resources Code, § 21003, subd. (e)). Accordingly, please report any special status species and natural communities detected during Project surveys to CNDDDB. The CNDDDB field survey form can be found at the following link: <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting->

Judy Holwell
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Data. The completed form can be mailed electronically to CNDDDB at the following email address: CNDDDB@wildlife.ca.gov. The types of information reported to CNDDDB can be found at the following link: <https://www.wildlife.ca.gov/Data/CNDDDB/Plants-and-Animals>.

FILING FEES

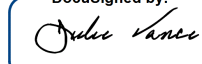
If it is determined that the Project has the potential to impact biological resources, an assessment of filing fees will be necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the fee is required in order for the underlying project approval to be operative, vested, and final (Cal. Code Regs., tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089).

CONCLUSION

CDFW appreciates the opportunity to comment on the Project to assist the City of Lemoore in identifying and mitigating Project impacts on biological resources.

Should you have questions regarding this letter or for further coordination, please contact Shannon Dellaquila, Senior Environmental Scientist (Specialist), at the address provided on this letterhead or by electronic mail at Shannon.Dellaquila@wildlife.ca.gov.

Sincerely,

DocuSigned by:

FA83F09FE08945A...
Julie A. Vance
Regional Manager

ec: Shannon Dellaquila
California Department of Fish and Wildlife

Judy Holwell
SCH Number: 2020090305
October 15, 2020
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REFERENCES

Bauer, S. Olson, J., Cockrill, A., van Hattem, M., Miller, L., Tauzer, M., et al., 2015. Impacts of surface water diversions for marijuana cultivation on aquatic habitat in four northwestern California watersheds. PLoS ONE 10(3): e0120016. doi:10.1371/journal.pone.0120016

California Department of Fish and Wildlife (CDFW), 2020. Biogeographic Information and Observation System (BIOS). <https://www.wildlife.ca.gov/Data/BIOS>. Accessed September 24, 2020.

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INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

CITY OF LEMOORE LEMOORE FARM, LLC CANNABIS CULTIVATION



Comments must be received by: October 17, 2020 (30 days after notice)

SEPTEMBER 2020



INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

LEMOORE FARM, LLC CANNABIS CULTIVATION

Prepared for:

City of Lemoore
711 West Cinnamon Drive
Lemoore, CA 93245
Contact Person: Judy Holwell, Community Development Director
Phone: (559) 924-6744



Consultant:



901 East Main Street
Visalia, CA 93292
Contact: Steve Brandt, AICP
Phone: (559) 733-0440

September 2020

Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613
 For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

| |
|--------------|
| SCH # |
|--------------|

Project Title: _____

Lead Agency: _____ Contact Person: _____

Mailing Address: _____ Phone: _____

City: _____ Zip: _____ County: _____

Project Location: County: _____ City/Nearest Community: _____

Cross Streets: _____ Zip Code: _____

Longitude/Latitude (degrees, minutes and seconds): _____° _____' _____" N / _____° _____' _____" W Total Acres: _____

Assessor's Parcel No.: _____ Section: _____ Twp.: _____ Range: _____ Base: _____

Within 2 Miles: State Hwy #: _____ Waterways: _____

Airports: _____ Railways: _____ Schools: _____

Document Type:

| | | | |
|--------------------------------------|--|------------------------------------|--|
| CEQA: <input type="checkbox"/> NOP | <input type="checkbox"/> Draft EIR | NEPA: <input type="checkbox"/> NOI | Other: <input type="checkbox"/> Joint Document |
| <input type="checkbox"/> Early Cons | <input type="checkbox"/> Supplement/Subsequent EIR | <input type="checkbox"/> EA | <input type="checkbox"/> Final Document |
| <input type="checkbox"/> Neg Dec | (Prior SCH No.) _____ | <input type="checkbox"/> Draft EIS | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Mit Neg Dec | Other: _____ | <input type="checkbox"/> FONSI | _____ |

Local Action Type:

| | | | |
|---|---|--|---|
| <input type="checkbox"/> General Plan Update | <input type="checkbox"/> Specific Plan | <input type="checkbox"/> Rezone | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Master Plan | <input type="checkbox"/> Prezone | <input type="checkbox"/> Redevelopment |
| <input type="checkbox"/> General Plan Element | <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Use Permit | <input type="checkbox"/> Coastal Permit |
| <input type="checkbox"/> Community Plan | <input type="checkbox"/> Site Plan | <input type="checkbox"/> Land Division (Subdivision, etc.) | <input type="checkbox"/> Other: _____ |

Development Type:

| | |
|---|--|
| <input type="checkbox"/> Residential: Units _____ Acres _____ | <input type="checkbox"/> Transportation: Type _____ |
| <input type="checkbox"/> Office: Sq.ft. _____ Acres _____ Employees _____ | <input type="checkbox"/> Mining: Mineral _____ |
| <input type="checkbox"/> Commercial: Sq.ft. _____ Acres _____ Employees _____ | <input type="checkbox"/> Power: Type _____ MW _____ |
| <input type="checkbox"/> Industrial: Sq.ft. _____ Acres _____ Employees _____ | <input type="checkbox"/> Waste Treatment: Type _____ MGD _____ |
| <input type="checkbox"/> Educational: _____ | <input type="checkbox"/> Hazardous Waste: Type _____ |
| <input type="checkbox"/> Recreational: _____ | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Water Facilities: Type _____ MGD _____ | |

Project Issues Discussed in Document:

| | | | |
|---|---|--|---|
| <input type="checkbox"/> Aesthetic/Visual | <input type="checkbox"/> Fiscal | <input type="checkbox"/> Recreation/Parks | <input type="checkbox"/> Vegetation |
| <input type="checkbox"/> Agricultural Land | <input type="checkbox"/> Flood Plain/Flooding | <input type="checkbox"/> Schools/Universities | <input type="checkbox"/> Water Quality |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Forest Land/Fire Hazard | <input type="checkbox"/> Septic Systems | <input type="checkbox"/> Water Supply/Groundwater |
| <input type="checkbox"/> Archeological/Historical | <input type="checkbox"/> Geologic/Seismic | <input type="checkbox"/> Sewer Capacity | <input type="checkbox"/> Wetland/Riparian |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Minerals | <input type="checkbox"/> Soil Erosion/Compaction/Grading | <input type="checkbox"/> Growth Inducement |
| <input type="checkbox"/> Coastal Zone | <input type="checkbox"/> Noise | <input type="checkbox"/> Solid Waste | <input type="checkbox"/> Land Use |
| <input type="checkbox"/> Drainage/Absorption | <input type="checkbox"/> Population/Housing Balance | <input type="checkbox"/> Toxic/Hazardous | <input type="checkbox"/> Cumulative Effects |
| <input type="checkbox"/> Economic/Jobs | <input type="checkbox"/> Public Services/Facilities | <input type="checkbox"/> Traffic/Circulation | <input type="checkbox"/> Other: _____ |

Present Land Use/Zoning/General Plan Designation:

Project Description: (please use a separate page if necessary)

Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with an "X".
If you have already sent your document to the agency please denote that with an "S".

| | |
|--|--|
| <input type="checkbox"/> Air Resources Board | <input type="checkbox"/> Office of Historic Preservation |
| <input type="checkbox"/> Boating & Waterways, Department of | <input type="checkbox"/> Office of Public School Construction |
| <input type="checkbox"/> California Emergency Management Agency | <input type="checkbox"/> Parks & Recreation, Department of |
| <input type="checkbox"/> California Highway Patrol | <input type="checkbox"/> Pesticide Regulation, Department of |
| <input type="checkbox"/> Caltrans District # _____ | <input type="checkbox"/> Public Utilities Commission |
| <input type="checkbox"/> Caltrans Division of Aeronautics | <input type="checkbox"/> Regional WQCB # _____ |
| <input type="checkbox"/> Caltrans Planning | <input type="checkbox"/> Resources Agency |
| <input type="checkbox"/> Central Valley Flood Protection Board | <input type="checkbox"/> Resources Recycling and Recovery, Department of |
| <input type="checkbox"/> Coachella Valley Mtns. Conservancy | <input type="checkbox"/> S.F. Bay Conservation & Development Comm. |
| <input type="checkbox"/> Coastal Commission | <input type="checkbox"/> San Gabriel & Lower L.A. Rivers & Mtns. Conservancy |
| <input type="checkbox"/> Colorado River Board | <input type="checkbox"/> San Joaquin River Conservancy |
| <input type="checkbox"/> Conservation, Department of | <input type="checkbox"/> Santa Monica Mtns. Conservancy |
| <input type="checkbox"/> Corrections, Department of | <input type="checkbox"/> State Lands Commission |
| <input type="checkbox"/> Delta Protection Commission | <input type="checkbox"/> SWRCB: Clean Water Grants |
| <input type="checkbox"/> Education, Department of | <input type="checkbox"/> SWRCB: Water Quality |
| <input type="checkbox"/> Energy Commission | <input type="checkbox"/> SWRCB: Water Rights |
| <input type="checkbox"/> Fish & Game Region # _____ | <input type="checkbox"/> Tahoe Regional Planning Agency |
| <input type="checkbox"/> Food & Agriculture, Department of | <input type="checkbox"/> Toxic Substances Control, Department of |
| <input type="checkbox"/> Forestry and Fire Protection, Department of | <input type="checkbox"/> Water Resources, Department of |
| <input type="checkbox"/> General Services, Department of | |
| <input type="checkbox"/> Health Services, Department of | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Housing & Community Development | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Native American Heritage Commission | |

Local Public Review Period (to be filled in by lead agency)

Starting Date _____ Ending Date _____

Lead Agency (Complete if applicable):

| | |
|------------------------|-----------------------|
| Consulting Firm: _____ | Applicant: _____ |
| Address: _____ | Address: _____ |
| City/State/Zip: _____ | City/State/Zip: _____ |
| Contact: _____ | Phone: _____ |
| Phone: _____ | |

Signature of Lead Agency Representative: _____ /S/ Date: _____

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.

PUBLIC NOTICE OF AVAILABILITY

NOTICE IS HEREBY GIVEN that the Lemoore Planning Commission will conduct a public hearing at its Regular Meeting Tuesday, October 20, 2020 at 7:30 p.m. in the Lemoore Council Chamber located at 429 C Street to consider and accept public comment for the **Lemoore Farm, LLC Cannabis Cultivation Project**. The project consists of indoor cannabis cultivation on approximately 35 acres of previously disturbed land surrounded by properties with cultivated and uncultivated agricultural fields, as well as disturbed but undeveloped lands. The 35-acre project site is part of a 47-acre lease agreement between the City of Lemoore and the project applicant. The lease agreement includes an additional 12-acre parcel located just north of the project site. However, no activity is being proposed on the 12-acre site at this time and any future uses will be subject to further environmental analysis under CEQA. The project requires a lease agreement between the City of Lemoore and the project applicant for cannabis cultivation activities on the proposed 35-acre project site and approval of a Project Development Agreement by the Lemoore City Council. The project site has a City of Lemoore General Plan land use designation of Light Industrial and is within the ML (Light Industrial) zone district, which allows for the indoor cultivation of cannabis (Lemoore Municipal Code 4-8-4.A.1). The project also requires all the necessary cannabis-related permits issued by the State of California. As proposed, the project proposes to conduct indoor cannabis cultivation within steel hoop houses and includes a cargo container that will have an office area, house the computerized irrigation and security monitoring system, and stock tanks. The project site is located west of South 19th Avenue, north of Jackson Avenue, east of State Route (SR) 41, and south Idaho Avenue in the City of Lemoore, Kings County, CA. The project site is within Assessor's Parcel Numbers 024-080-068 and 024-080-070, totaling approximately 35 acres.

Due to the current Shelter-in-Place Order covering the State of California and the Social Distance Guidelines issued by Federal, State, and Local Authorities, physical attendance by the public cannot be accommodated given the current circumstances and the need to ensure the health and safety of the Planning Commission, City staff, and the public as a whole. All upcoming regular and special Planning Commission meetings will ***only be accessible online at*** www.Youtube.com/c/cityoflemoore.

This is to advise that the City of Lemoore has prepared a Mitigated Negative Declaration (MND) in conformance with the California Environmental Quality Act (CEQA) for the project identified herein. As mandated by State law, the minimum public review period for this document is 30 days. The documents referenced in the MND are available for review at City of Lemoore Community Development Department, 711 W. Cinnamon Drive, Lemoore, CA, during the comment period. Persons wishing to review information on file must contact staff by phone at (559) 924-6744. Ext. 740 or by email at planning@lemoore.com to make arrangements. Due to the limits mandated by State law, mailed responses must be filed with the City Clerk's office, City of Lemoore, 711 W. Cinnamon Drive, Lemoore CA 92345 no later than October 17, 2020, at 5:00 p.m.

Persons having comments or concerns about the proposed project ***must submit your public comments by e-mail to:*** planning@lemoore.com prior to the end of the public hearing period. In the subject line of the e-mail, please state your name and the item you are commenting on. Persons unable to email comments may send them via USPS mail or other courier to City of Lemoore, Attn: Planning, 711 W. Cinnamon Drive, Lemoore CA 92345. Mailed comments must be received by 5:00 p.m. the day of the meeting to be entered into record.

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 meeting.

Kristie Baley
Planning Commission Secretary
City of Lemoore

Published in Hanford Sentinel: September 17, 2020

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Appendix A: Native American Heritage Commission Letter

MITIGATED NEGATIVE DECLARATION

As Lead Agency under the California Environmental Quality Act (CEQA), the City of Lemoore reviewed the project described below to determine whether it could have a significant effect on the environment because of its development. In accordance with CEQA Guidelines Section 15382, “[s]ignificant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance.

Project Name

Lemoore Farm, LLC Cannabis Cultivation Project

Project Location

The project site is located west of South 19th Avenue, north of Jackson Avenue, east of State Route (SR) 41, and south Idaho Avenue in the City of Lemoore, Kings County, CA. The project site is within Assessor’s Parcel Numbers 024-080-068 and 024-080-070, totaling approximately 35 acres.

Project Description

The project consists of indoor cannabis cultivation on approximately 35 acres of previously disturbed land surrounded by properties with cultivated and uncultivated agricultural fields, as well as disturbed but undeveloped lands. The 35-acre project site is part of a 47-acre lease agreement between the City of Lemoore and the project applicant. The lease agreement includes an additional 12-acre parcel located just north of the project site. However, no activity is being proposed on the 12-acre site at this time and any future uses will be subject to further environmental analysis under CEQA. The project requires a lease agreement between the City of Lemoore and the project applicant for cannabis cultivation activities on the proposed 35-acre project site and approval of a Project Development Agreement by the Lemoore City Council. The project site has a City of Lemoore General Plan land use designation of Light Industrial and is within the ML (Light Industrial) zone district, which allows for the indoor cultivation of cannabis (Lemoore Municipal Code 4-8-4.A.1). The project also requires all the necessary cannabis-related permits issued by the State of California. As proposed, the project proposes to conduct indoor cannabis cultivation within steal hoop houses and includes a cargo container that will have an office area, house the computerized irrigation and security monitoring system, and stock tanks. Grow lights will be used during the winter months for additional light and may also be used during other seasons to supplement natural light when needed. A natural gas generator will be installed for backup electrical power. The project proposes to provide sanitary waste using portable toilets during farming activities.

Parking on an unpaved area would be provided onsite. The entire site will be surrounded with 8-foot chain link topped with three strands of barbed wire for security. Additional personnel will be on the site 24/7 to provide security.

Greenhouse cultivation combines natural sunlight with growing in a glass or plastic structure, which can control temperature, humidity, soil, air circulation, and light. While extensive supplemental lights are often used, greenhouse growing reduces the amount of electrical power used, in comparison to indoor grows. This type of growing also allows multiple grow cycles. However, grow lights would be used primarily in winter months to augment daylight. The project anticipates three crops per year.

The proposed project will cultivate in two ways: substrate cultivation and in-ground cultivation. The area where substrate cultivation will take place will be leveled and covered with a ground cover used to prevent weeds and maintain cleanliness. Subsequently, hoop houses will be installed; these hoop houses are greenhouse-like structure typically covered with polyethylene plastic film or shade cloth, depending of the time of year.

The cannabis plants would be grown in above-ground pots on top of the ground cover. A computerized irrigation system would be installed to supply drip irrigation to each of the pots. The system would consist of a computer housed inside a metal cargo container that would monitor the water's electrical conductivity (EC) and pH levels and supply fertilizer from stock tanks staged adjacent to the cargo container to the desired levels for the plants. The project would have one auto-flower (day neutral) planting done earlier in the spring; plants would be harvested approximately 90 days later. After the auto-flower planting, a full-term plant would be planted in July and grown throughout the summer to be harvested in the fall (approximately in October).

For inground cultivation, a soil sample would be taken across the property to determine soil characteristics such as pH and nutrient levels in order to amend the soil prior to planting, if necessary. This would also help determine if there is any contamination from heavy metals in any area of the field. Based on the results from the soil sample, groundwork would be done to improve and work the soil for planting. Plastic bed mulch would be laid over the beds to maintain ideal soil moisture and temperatures, and to reduce weed growth. The irrigation system would be extended from the existing water supply to help monitor and control fertility and pH levels to the plants.

Traffic during construction of the proposed facility would be minimal. It is anticipated that the construction of the hoop houses and installation of the container that will house the computer system will take approximately three to four months and approximately 15 staff onsite.

Once operational, the facility would be staffed with between 6-8 people daily, who will perform routine plant maintenance activities. Daily traffic during these times would be minimal, with staff arriving and leaving work between 6:00 a.m. and 6:00 p.m. During planting and harvesting, additional employees are needed; a crew of 20-30 employees would be onsite during the same time period. Harvest and planting would occur twice a year and

last about a week each time. This activity would be consistent with other agricultural activities. Truck deliveries of various project-related materials would occur throughout the year. It is anticipated that truck deliveries would be monthly, roughly 10-12 times per year.

Mailing Address of Contact Person

Valnette Garcia
Lemoore Farm, LLC
990 Huston Street
Grover Beach, CA 93433

Findings

As Lead Agency, the City finds that the project will not have a significant effect on the environment. The Initial Study (IS) (see *Section 3 - Environmental Checklist*) identified one or more potentially significant effects on the environment, but revisions to the project have been made before the release of this Mitigated Negative Declaration (MND) or mitigation measures would be implemented that reduce all potentially significant impacts to less-than-significant levels. The City further finds that there is no substantial evidence that this project would have a significant effect on the environment.

Mitigation Measures Included in the Project to Avoid Potentially Significant Effects

MM BIO-1: Prior to initial ground disturbing activities, a qualified wildlife biologist shall conduct a biological clearance survey 14-30 calendar days prior to the onset of construction. The clearance survey shall include walking transects to identify presence of San Joaquin kit fox or diagnostic signs of that species (e.g., dens, tracks, prey remains), and other special-status species or protected species including but not limited to Western burrowing owl, Swainson's hawk, etc. A report outlining the results of the survey shall be submitted to the Lead Agency.

If a known, active, or natal kit fox den is discovered during the clearance survey, the appropriate buffers shall be established using fencing or flagging as follows: (1) at least 50 feet around potential or atypical (any manmade structure such as pipes, culverts, and diggings below concrete slabs, that may be occupied by San Joaquin kit fox) den(s) and (2) at least 100 feet around known den(s). The United States Fish and Wildlife Service (USFWS) must be contacted for further guidance if a natal den is discovered. Buffer zones shall be considered Environmentally Sensitive Areas (ESAs) and no ground disturbing activities shall be allowed within a buffer area. The USFWS and California Department of Fish and Wildlife (CDFW) shall be contacted upon the discovery of any natal or pupping dens.

Potential kit fox dens may be excavated provided that the following conditions are satisfied: (1) the den has been monitored for at least five consecutive days and is deemed unoccupied by a qualified biologist; (2) the excavation is conducted by or under the direct supervision of a qualified biologist. Den monitoring and excavation should be conducted in accordance

with the *Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance* (United States Fish and Wildlife Service, 2011).

MM BIO-2: Prior to ground disturbance activities, or within one week of being deployed at the project site for newly hired workers, all construction workers at the project site shall attend a Construction Worker Environmental Awareness Training and Education Program, developed and presented by a qualified biologist.

The Construction Worker Environmental Awareness Training and Education Program shall be presented by the biologist and shall include information on the life history wildlife and plant species that may be encountered during construction activities, their legal protections, the definition of “take” under the Endangered Species Act, measures the project operator is implementing to protect the species, reporting requirements, specific measures that each worker must employ to avoid take of the species, and penalties for violation of the Act. Identification and information regarding special-status or other sensitive species with the potential to occur on the project site shall also be provided to construction personnel. The program shall include:

- An acknowledgement form signed by each worker indicating that environmental training has been completed.
- A copy of the training transcript and/or training video/CD, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgement forms shall be maintain onsite for the duration of construction activities.

MM BIO-3: If all project activities are completed outside of the Swainson’s hawk nesting season (February 15 through August 31), this mitigation measure may be disregarded. If no Swainson’s hawk nests are found, no further action is required.

Nesting surveys for the Swainson’s hawks shall be conducted in accordance with the protocol outlined in the Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys in California’s Central Valley (Swainson’s Hawk Technical Advisory Committee 2000). If potential Swainson’s hawk nests or nesting substrates are located within 0.5 miles of the project site, then those nests or substrates must be monitored for activity on a routine and repeating basis throughout the breeding season, or until Swainson’s hawks or other raptor species are verified to be using them. The protocol recommends that the following visits be made to each nest or nesting site: one visit during January 1–March 20 to identify potential nest sites, three visits during March 20–April 5, three visits during April 5–April 20, and three visits during June 10–July 30. A fewer number of visits may be permissible if deemed adequate by the City after consultation with a qualified biologist. To meet the minimum level of protection for the species, surveys shall be completed for at least the two survey periods immediately prior to project-related ground disturbance activities. If Swainson’s hawks are not found to nest within the survey area, then no further action is warranted.

MM BIO-4: A qualified biologist shall conduct a pre-construction survey on the project site and within 500 feet of its perimeter, where feasible, to identify the presence of the western burrowing owl. The survey shall be conducted between 14 and 30 days prior to the start of construction activities. If any burrowing owl burrows are observed during the preconstruction survey, avoidance measures shall be consistent with those included in the CDFW staff report on burrowing owl mitigation (CDFG 2012). If occupied burrowing owl burrows are observed outside of the breeding season (September 1 through January 31) and within 250 feet of proposed construction activities, a passive relocation effort may be instituted in accordance with the guidelines established by the California Burrowing Owl Consortium (1993) and the California Department of Fish and Wildlife (2012). During the breeding season (February 1 through August 31), a 200-meter (minimum) buffer zone should be maintained unless a qualified biologist verifies through noninvasive methods that either the birds have not begun egg laying and incubation or that juveniles from the occupied burrows are foraging independently and are capable of independent survival.

In addition, impacts to nest sites shall be avoided in accordance with the following table unless a qualified biologist approved by the Lead Agency verifies through noninvasive methods that either: (1) the birds have not begun egg laying and incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.

| Location | Time of Year | Level of Disturbance | | |
|---------------|----------------|----------------------|-------|-------|
| | | Low | Med | High |
| Nesting sites | April 1-Aug 15 | 200 m* | 500 m | 500 m |
| Nesting sites | Aug 16-Oct 15 | 200 m | 200 m | 500 m |
| Nesting sites | Oct 16-Mar 31 | 50 m | 100 m | 500 m |

MM BIO-5: If construction is planned outside the nesting period for raptors (other than the western burrowing owl) and migratory birds (February 15 to August 31), no mitigation shall be required. If construction is planned during the nesting season for migratory birds and raptors, a preconstruction survey to identify active bird nests shall be conducted by a qualified biologist to evaluate the site and a 250-foot buffer for migratory birds and a 500-foot buffer for raptors. If nesting birds are identified during the survey, active raptor nests shall be avoided by 500 feet and all other migratory bird nests shall be avoided by 250 feet. Avoidance buffers may be reduced if a qualified onsite monitor determines that encroachment into the buffer area is not affecting nest building, the rearing of young, or otherwise affecting the breeding behaviors of the resident birds. Because nesting birds can establish new nests or produce a second or even third clutch at any time during the nesting season, nesting bird surveys shall be repeated every 30 days as construction activities are occurring throughout the nesting season.

No construction or earth-moving activity shall occur within a non-disturbance buffer until it is determined by a qualified biologist that the young have fledged (left the nest) and have

attained sufficient flight skills to avoid project construction areas. Once the migratory birds or raptors have completed nesting and young have fledged, disturbance buffers will no longer be needed and can be removed, and monitoring can cease.

MM BIO-6: During all construction-related activities, the following mitigation shall apply:

- a. All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once a week from the construction or project site.
- b. Construction-related vehicle traffic shall be restricted to established roads and predetermined ingress and egress corridors, staging, and parking areas. Vehicle speeds should not exceed 20 miles per hour (mph) within the project site.
- c. To prevent inadvertent entrapment of kit fox or other animals during construction, the contractor shall cover all excavated, steep-walled holes or trenches more than two feet deep at the close of each workday with plywood or similar materials. If holes or trenches cannot be covered, one or more escape ramps constructed of earthen fill or wooden planks shall be installed in the trench. Before such holes or trenches are filled, the contractor shall thoroughly inspect them for entrapped animals. All construction-related pipes, culverts, or similar structures with a diameter of four-inches or greater that are stored on the project site shall be thoroughly inspected for wildlife before the pipe is subsequently buried, capped, or otherwise used or moved in anyway. If at any time an entrapped or injured kit fox is discovered, work in the immediate area shall be temporarily halted and USFWS and CDFW shall be consulted.
- d. Kit foxes are attracted to den-like structures such as pipes and may enter stored pipes and become trapped or injured. All construction pipes, culverts, or similar structures with a diameter of four-inches or greater that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for kit foxes before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a kit fox is discovered inside a pipe, that section of pipe shall not be moved until the individual is allowed to escape on its own. If necessary, and under the direct supervision of the biologist, the pipe may be moved only once to remove it from the path of construction activity, until the fox has escaped.
- e. No pets, such as dogs or cats, shall be permitted on the project sites to prevent harassment, mortality of kit foxes, or destruction of dens.
- f. Use of anti-coagulant rodenticides and herbicides in project areas shall be restricted. This is necessary to prevent primary or secondary poisoning of kit foxes and the depletion of prey populations on which they depend. All uses of such compounds shall observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and other State and Federal legislation, as well as additional project-related restrictions deemed necessary by the USFWS and CDFW. If rodent control must be conducted, zinc phosphide shall be used because of the proven lower risk to kit foxes.

- g. A representative shall be appointed by the project proponent who will be the contact source for any employee or contractor who might inadvertently kill or injure a kit fox or who finds a dead, injured or entrapped kit fox. The representative shall be identified during the employee education program and their name and telephone number shall be provided to the USFWS.
- h. The Sacramento Fish and Wildlife Office of USFWS and CDFW shall be notified in writing within three working days of the accidental death or injury to a San Joaquin kit fox during project-related activities. Notification must include the date, time, and location of the incident or of the finding of a dead or injured animal and any other pertinent information. The USFWS contact is the Chief of the Division of Endangered Species, at the addresses and telephone numbers below. The CDFW contact can be reached at -(559) 243-4014 and R4CESA@wildlifeca.gov.
- i. All sightings of the San Joaquin kit fox shall be reported to the California Natural Diversity Database (CNDDDB). A copy of the reporting form and a topographic map clearly marked with the location of where the kit fox was observed shall also be provided to the Service at the address below.
- j. Any project-related information required by the USFWS or questions concerning the above conditions, or their implementation may be directed in writing to the U.S. Fish and Wildlife Service at: Endangered Species Division, 2800 Cottage Way, Suite W 2605, Sacramento, California 95825-1846, phone (916) 414-6620 or (916) 414-6600.
- k. If burrowing owl are found to occupy the project site and avoidance is not possible, burrow exclusion may be conducted by qualified biologists only during the nonbreeding season, before breeding behavior is exhibited, and after the burrow is confirmed empty through noninvasive methods (surveillance). Replacement or occupied burrows shall consist of artificial burrows at a ratio of 1 burrow collapsed to 1 artificial burrow constructed (1:1). Ongoing surveillance of the project site during construction activities shall occur at a rate sufficient to detect Burrowing owl, if they return.

MM CUL-1: Prior to any ground disturbance, a surface inspection of the site shall be conducted by a Tribal Monitor. The Tribal Cultural Staff shall monitor the site during grading activities. The Tribal Cultural Staff shall provide preconstruction briefings to supervisory personnel and any excavation contractor, which will include information on potential cultural material finds and, on the procedures, to be enacted if resources are found. Prior to any ground disturbance, the applicant shall offer the Santa Rosa Rancheria Tachi Yokut Tribe the opportunity to provide a Native American Monitor during ground-disturbing activities during both construction and decommissioning. Tribal participation would be dependent upon the availability and interest of the tribe.

MM CUL-2: In the event that historical or archaeological cultural resources are discovered during construction or decommissioning, operations shall stop within 100 feet of the find, and a qualified archeologist shall determine whether the resource requires further study. The qualified archaeologist shall determine the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and

evaluation of the finds in accordance with §15064.5 of the CEQA Guidelines. Measures may include avoidance, preservation in-place, recordation, additional archaeological testing, and data recovery, among other options. Any previously undiscovered resources found during construction within the project area shall be recorded on appropriate Department of Parks and Recreation forms and evaluated for significance. No further ground disturbance shall occur in the immediate vicinity of the discovery until approved by the qualified archaeologist.

The Lead Agency along with other relevant or tribal officials, shall be contacted upon the discovery of cultural resources to begin coordination on the disposition of the find(s). Treatment of any significant cultural resources shall be undertaken with the approval of the Lead Agency.

MM CUL-3: Upon coordination with the Lead Agency, any archaeological artifacts recovered shall be donated to an appropriate tribal custodian or a qualified scientific institution where they would be afforded applicable cultural resources laws and guidelines.

MM CUL-4: If human remains are discovered during construction or operational activities, further excavation or disturbance shall be prohibited pursuant to Section 7050.5 of the California Health and Safety Code. The specific protocol, guidelines, and channels of communication outlined by the Native American Heritage Commission, in accordance with Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code (Chapter 1492, Statutes of 1982, Senate Bill 297), and Senate Bill 447 (Chapter 44, Statutes of 1987), shall be followed. Section 7050.5(c) shall guide the potential Native American involvement, in the event of discovery of human remains, at the direction of the County Coroner.

MM GEO-1: If any paleontological resources are encountered during ground-disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or other appropriate facility regarding any discoveries of paleontological resources.

If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations and fossil recovery may be required to mitigate adverse impacts from project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects, or such effects must be mitigated. Construction in that area shall not resume until the resource appropriate measures are recommended or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an

accredited and permanent scientific institution. Copies of all correspondence and reports shall be submitted to the Lead Agency.

MM HYD-1: Prior to issuing of grading or building permits, the project applicant shall submit to the City: (1) the approved Stormwater Pollution Prevention Plan (SWPPP) and (2) the Notice of Intent (NOI) to comply with the General National Pollutant Discharge Elimination System (NPDES) from the Central Valley Regional Water Quality Control Board. The requirements of the SWPPP and NPDES shall be incorporated into design specifications and construction contracts. Recommended Best Management Practices for the construction phase may include the following:

- Stockpiling and disposing of demolition debris, concrete, and soil properly;
- Protecting existing storm drain inlets and stabilizing disturbed areas;
- Implementing erosion controls;
- Properly managing construction materials;
- Managing waste, aggressively controlling litter, and implementing sediment controls; and
- Evidence of the approved SWPPP shall be submitted to the Lead Agency.

SECTION 1 - INTRODUCTION

1.1 - Overview

Valnette Garcia/Lemoore Farm, LLC has requested approval to establish a cannabis cultivation facility in temporary hoop house structures. Implementation of the project requires a lease agreement between the City of Lemoore and the project applicant for cannabis cultivation activities on the 35-acre site and approval of a Project Development Agreement by the Lemoore City Council. The project also requires all the necessary permits issued by the State of California.

1.2 - CEQA Requirements

The City of Lemoore is the Lead Agency for this project pursuant to the CEQA Guidelines (Public Resources Code Section 15000 et seq.). The Environmental Checklist (CEQA Guidelines Appendix G) or Initial Study (IS) (see *Section 3 – Initial Study*) provides analysis that examines the potential environmental effects of the construction and operation of the project. Section 15063 of the CEQA Guidelines requires the Lead Agency to prepare an IS to determine whether a discretionary project will have a significant effect on the environment. A Mitigated Negative Declaration (MND) is appropriate when an IS has been prepared and a determination can be made that no significant environmental effects will occur because revisions to the project have been made or mitigation measures will be implemented that reduce all potentially significant impacts to less-than-significant levels.

Based on the IS, the Lead Agency has determined that the environmental review for the proposed application can be completed with an MND.

1.3 - Impact Terminology

The following terminology is used to describe the level of significance of project environmental impacts.

- A finding of “no impact” is appropriate if the analysis concludes that the project would not affect a topic area in any way.
- An impact is considered “less than significant” if the analysis concludes that it would cause no substantial adverse change to the environment and requires no mitigation.
- An impact is considered “less than significant with mitigation incorporated” if the analysis concludes that it would cause no substantial adverse change to the environment with the inclusion of environmental commitments that have been agreed to by the proponent.
- An impact is considered “potentially significant” if the analysis concludes that it could have a substantial adverse effect on the environment.

1.4 - Document Organization and Contents

The content and format of this IS/MND is designed to meet the requirements of CEQA. The report contains the following sections:

- *Section 1 – Introduction:* This section provides an overview of CEQA requirements, intended uses of the IS/MND, document organization, and a list of regulations that have been incorporated by reference.
- *Section 2– Project Description:* This section describes the project and provides data on the site's location.
- *Section 3 – Environmental Checklist:* This section contains the evaluation of 21 different environmental resource factors contained in Appendix G of the CEQA Guidelines. Each environmental resource factor is analyzed to determine whether the proposed project would have an impact. One of four findings is made which include: no impact, less-than-significant impact, less than significant with mitigation, or significant and unavoidable. If the evaluation results in a finding of significant and unavoidable for any of the 21 environmental resource factors, then an Environmental Impact Report will be required.
- *Section 4 – References:* This section contains a full list of references that were used in the preparation of this IS/MND.

1.5 - Incorporated by Reference

The following documents and/or regulations are incorporated into this IS/MND by reference:

- City of Lemoore General Plan
- City of Lemoore Zoning Ordinance
- City of Lemoore Municipal Code
- City of Lemoore 2015 Urban Water Management Plan
- City of Lemoore Master Storm Drain Plan
- 2015 Kings County Emergency Operations Plan

SECTION 2 - PROJECT DESCRIPTION

2.1 - Introduction

Valnette Garcia/Lemoore Farm, LLC has requested approval to allow cannabis cultivation in temporary structures with a temporary fence. Implementation of the project requires a lease agreement between the City of Lemoore and the project applicant for cannabis cultivation activities on the 35-acre site and approval by the Lemoore City Council of a Project Development Agreement. The project also requires all the necessary permits issued by the State of California.

2.2 - Project Location

The proposed site is in Section 21, Township 19 South, Range 20 East, Mount Diablo Base and Meridian, within the incorporated City of Lemoore, County of Kings, California. The project site is located west of South 19th Avenue, north of Jackson Avenue, east of SR 41, and south of Idaho Avenue within Assessor's Parcel Numbers 024-080-068 and 024-080-070, which totals approximately 35 acres in area. The regional location is depicted on Figure 2-1 and the project site location is depicted on Figure 2-2.

2.3 - Surrounding Land Uses

The area surrounding the project site consists of vacant land to the north, vacant land to the east, agricultural uses to the south, and the Lemoore Raceway and BMX track to the west. Planned land uses and development surrounding the site are depicted on Figure 2-3.

2.4 - Proposed Project

The project consists of indoor cannabis cultivation on approximately 35 acres of previously disturbed land surrounded by properties with cultivated and uncultivated agricultural fields, as well as disturbed but undeveloped lands. The 35-acre project site is part of a 47-acre lease agreement between the City of Lemoore and the project applicant. The lease agreement includes an additional 12-acre parcel located just north of the project site. However, no activity is been proposed on the 12-acre site at this time and any future uses will be subject to further environmental analysis under CEQA. The project requires a lease agreement between the City of Lemoore and the project applicant for cannabis cultivation activities on the proposed 35-acre project site and approval of a Project Development Agreement by the Lemoore City Council. The project site has a City of Lemoore General Plan land use designation of Light Industrial and is within the ML (Light Industrial) zone district, which allows for the indoor cultivation of cannabis (Lemoore Municipal Code 4-8-4.A.1). The project also requires all the necessary cannabis-related permits issued by the State of California.

As proposed, the project proposes to conduct indoor cannabis cultivation within steel hoop houses and includes a cargo container that will have an office area, house the computerized irrigation and security monitoring system and stock tanks. Grow lights will be used during

the winter months and other months as needed for additional light. A natural gas generator will be installed for backup electrical power. The project proposes to provide sanitary waste using portable toilets during farming activities.

Parking on an unpaved area would be provided onsite. The entire site will be surrounded with 8-foot chain link topped with three strands of barbed wire for security. Additional personnel will be on the site 24/7 to provide security.

Greenhouse cultivation combines natural sunlight with growing in a glass or plastic structure, which can control temperature, humidity, soil, air circulation, and light. While extensive supplemental lights are often used, greenhouse growing reduces the amount of electrical power used, in comparison to indoor grows. This type of growing also allows multiple grow cycles. However, grow lights would be used in winter months to augment daylight and other months when additional lighting may be needed. The project anticipates three crops per year.

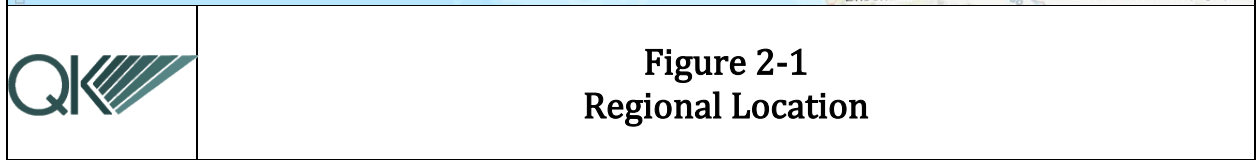
The proposed project will cultivate in two ways: substrate cultivation and in-ground cultivation. The area where substrate cultivation will take place will be leveled and covered with a ground cover used to prevent weeds and maintain cleanliness. Subsequently, hoop houses will be installed; these hoop houses are greenhouse-like structure typically covered with polyethylene plastic film or shade cloth, depending of the time of year.

The cannabis plants would be grown in above-ground pots on top of the ground cover. A computerized irrigation system would be installed to supply drip irrigation to each of the pots. The system would consist of a computer housed inside a metal cargo container that would monitor the water's electrical conductivity (EC) and pH levels and supply fertilizer from stock tanks staged adjacent to the cargo container to the desired levels for the plants. The project would have one auto-flower (day neutral) planting done earlier in the spring; plants would be harvested approximately 90 days later. After the auto-flower planting, a full-term plant would be planted in July and grown throughout the summer to be harvested in the fall (approximately in October). Additionally, an inground cultivation would take place on site, with a total of three crops per year.

For inground cultivation, a soil sample would be taken across the property to determine soil characteristics such as pH and nutrient levels in order to amend the soil prior to planting, if necessary. This would also help determine if there is any contamination from heavy metals in any area of the field. Based on the results from the soil sample, groundwork would be done to improve and work the soil for planting. Plastic bed mulch would be laid over the beds to maintain ideal soil moisture and temperatures, and to reduce weed growth. The irrigation system would be extended from the existing water supply to help monitor and control fertility and pH levels to the plants.

Traffic during construction of the proposed facility would be minimal. It is anticipated that the construction of the hoop houses and installation of the container that will house the computer system will take approximately three to four months and approximately 15 staff onsite.

Once operational, the facility would be staffed with between 6-8 people daily, who will perform routine plant maintenance activities. Daily traffic during these times would be minimal, with staff arriving and leaving work between 6:00 a.m. and 6:00 p.m. During planting and harvesting, additional employees are needed; a crew of 20-30 employees would be onsite during the same time period. Harvest and planting would occur twice a year and last about a week each time. This activity would be consistent with other agricultural activities. Truck deliveries of various project-related materials would occur throughout the year. It is anticipated that truck deliveries would be monthly, roughly 10-12 times per year.



**Figure 2-1
Regional Location**



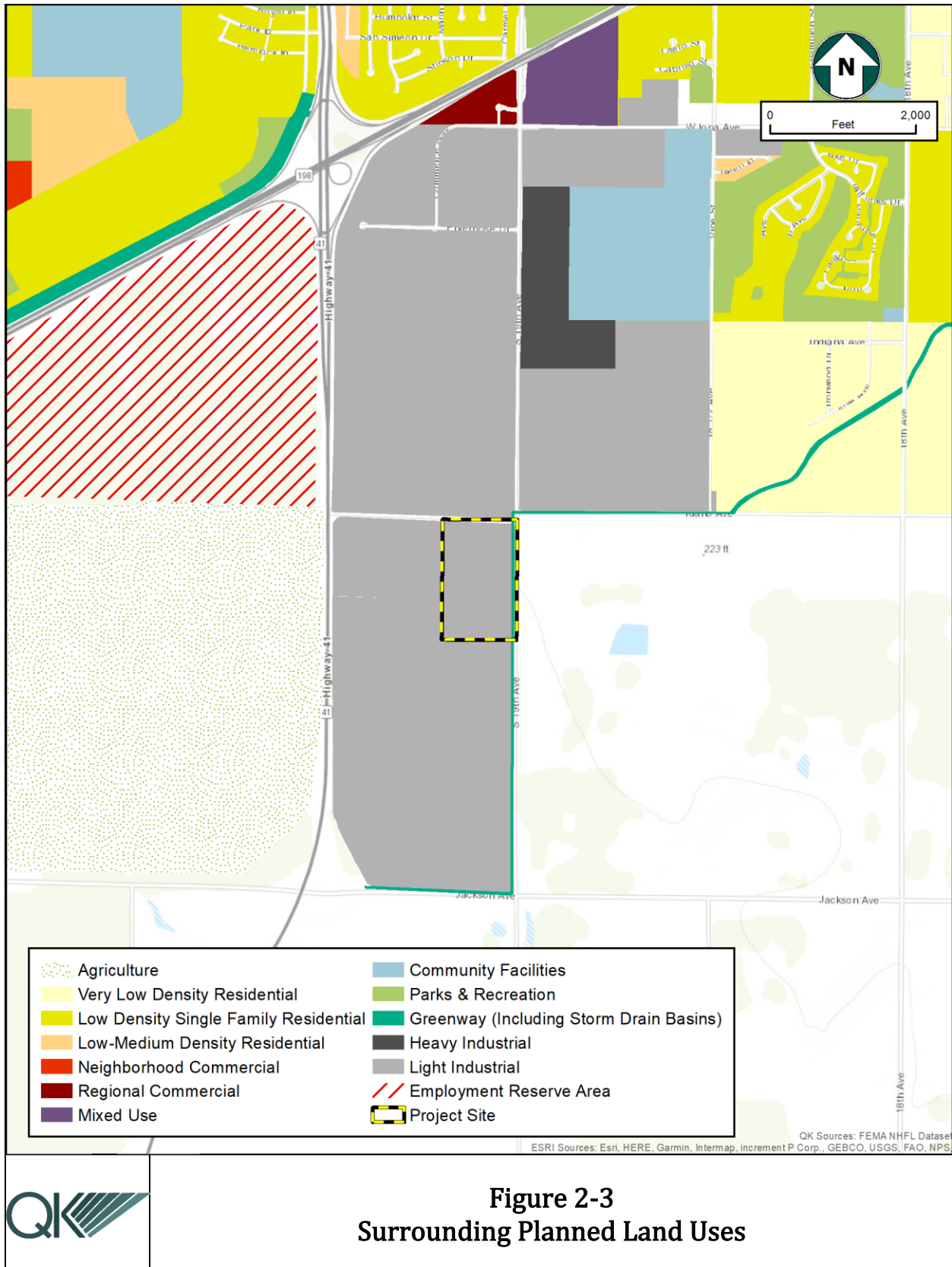


Figure 2-3
Surrounding Planned Land Uses

SECTION 3 - EVALUATION OF ENVIRONMENTAL IMPACTS

3.1 - Environmental Checklist and Discussion

1. Project Title:

Cannabis Cultivation Project

2. Lead Agency Name and Address:

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

3. Contact Person and Phone Number:

Judy Holwell, Community Development Director
(559) 924-6744

4. Project Location:

The project site is located west of South 19th Avenue, north of Jackson Avenue, east of State Route 41 and south of Idaho Avenue in the City of Lemoore, Kings County, CA. The project site is within Accessor's Parcel Numbers 024-080-068 and 024-080-070, totaling approximately 35 acres.

5. Project Sponsor's Name and Address:

Valnette Garcia
Lemoore Farm, LLC
990 Huston Street
Grover Beach, CA 93433

6. General Plan Designation:

Light Industrial

7. Zoning:

ML (Light Industrial)

8. Description of Project:

See Section 2.4 – Proposed Project.

9. Surrounding Land Uses and Setting:

See *Section 2.3 – Surrounding Land Uses* and Figure 2-3.

10. Other Public Agencies Whose Approval May be Required:

- San Joaquin Valley Air Pollution Control District (SJVAPCD)
- Regional Water Quality Control Board – Central Valley (RWQCB)
- State Water Resource Control Board (SWRCB)
- State Bureau of Cannabis Control
- California Department of Fish and Wildlife- Cannabis Cultivation Permitting
- CalCannabis Cultivation Licensing- a division of the California Department of Food and Agriculture
- Manufactured Cannabis Safety Branch- a division of the California Department of Public Health

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, has consultation begun?

On September 2, 2020, the City of Lemoore Planning Department, acting as the CEQA Lead Agency informed the Santa Rosa Rancheria Tachi Yokut Tribe in writing of the project and its location. as of the dated of this document's release, they have not responded. Responses received will be incorporated as mitigation measures.

NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code Section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code Section 21082.3(c) contains provisions specific to confidentiality.

3.2 - 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 on the following pages.

- | | | |
|---|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forest Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <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/Traffic | <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Findings of Significance |

3.3 - 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 (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENT 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 EIR or NEGATIVE DECLARATION pursuant to applicable

standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

< Judy Holwell >

Judy Holwell, Community Development Director

Date

3.4 - Evaluation of Environmental Impacts

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including offsite as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: "Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less-Than-Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review;
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis; and
 - c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a

previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significant.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.1 - AESTHETICS

Would the project:

| | | | | | |
|----|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. | Have a substantial adverse effect on a scenic vista? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 nonurbanized area, substantially degrade the existing visual character or quality of public views of the site and its surroundings? 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 that would adversely affect day or nighttime views in the area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion

Impact #3.4.1a – Would the project have a substantial adverse effect on a scenic vista?

As seen in Figure 2-1, the project site consists of heavily disturbed, undeveloped land that is surrounded by undeveloped land to the north and east, agricultural uses to the south, and a BMX track to the west.

The City of Lemoore 2030 General Plan Community Design Element requires that scenic vistas to the Coalinga Mountains, other natural features, and landmark buildings be maintained. (City of Lemoore, 2008)

There are no natural features or landmark buildings within the vicinity of the project site, nor would it impede views to the Coalinga Mountains. The project is not located in an area that would result in substantial adverse effects on any scenic vistas. The project would have no impact to a scenic vista.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.1b – Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?

There are no listed State scenic highways within or near the City of Lemoore, nor are there scenic highways in Kings County (California Department of Transportation, 2020). The closest eligible scenic highway is SR 198, west of Interstate (1)-5, which is approximately 49.5 miles west of the project site. The project would have no impact to a State scenic highway.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.1c – In nonurbanized area, substantially degrade the existing visual character or quality of public views of the site and its surroundings? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

The overall visual character of the site itself would change, as the currently undeveloped land would be improved with agricultural uses. However, the proposed project would be similar in visual appearance to the existing agricultural and nonagricultural uses that surround the project site.

The project does not require a General Plan Amendment or Zone Change, as the project is consistent with the zoning and land use designations. Cannabis cultivation is allowed in the ML zone district (Lemoore Municipal Code 4-8-4. A.1). Development of the project will be approved in compliance with the City's Municipal Code and development standards. Therefore, impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.1d – Would the project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Construction of the proposed project would be temporary and generally occur during daytime hours, typically from 7:00 a.m. to 6:00 p.m. All outside lighting would be directed downward and shielded to focus illumination on the desired work areas only and prevent light spillage onto adjacent properties. Because lighting used to illuminate work areas would be shielded and focused downward, the potential for lighting to affect any adjacent properties adversely is minimal.

Increased truck traffic and the transport of construction materials to the project site would be minimal. Construction activity would focus on specific areas on the sites, and any sources of glare would not be stationary for a prolonged period. Therefore, construction of the proposed project would not create a new source of substantial glare that would affect daytime views in the area.

Once operational, grow lights would be maintained within the covered hoop houses, and would not be visible to the surrounding properties. Outdoor security lighting would be on motion detectors, and would be shielded and focused downward, the potential for lighting to affect any adjacent properties adversely is minimal.

The proposed development would also comply with all lighting standards established in the City's 2030 General Plan Community Design Element, and Zoning Ordinance (Title 9, Chapter 5, Article B, Section 4), therefore, impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

| Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--------------------------------------|--|-------------------------------------|--------------|
|--------------------------------------|--|-------------------------------------|--------------|

3.4.2 - AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. 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 nonagricultural 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 nonagricultural use or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion

Impact #3.4.2a – 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 nonagricultural use?

The proposed project will not convert any Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Figure 3.4.2-1). According to the Department of Conservation's

Farmland Mapping and Monitoring Program (FMMP), the project site is classified as “Vacant or Disturbed Land” and “Grazing Land” (CA Department of Conservation, 2016) The project site is surrounded by “Farm Land of Statewide Importance,” however, the project will not impact these properties.

The site also is not currently used for farming and is not zoned for agricultural use. Considering these factors, the proposed project will have no impact on agricultural resources.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2b – Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?

See Impact #3.4.2a response.

According to the City of Lemoore’s Zoning Ordinance, the project site has a Light Industrial land use designation and is currently zoned ML (Light Industrial). The project site is not subject to a Williamson Act contract and would not conflict with any current Williamson Act contracted land in the vicinity (see Figure 3.4.2-2). Therefore, the project will not conflict with existing zoning for agricultural use or a Williamson Act contract.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2c – 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 site is zoned ML (Light Industrial) and will not require a Zone Change. According to the City of Lemoore Zoning Map, the project site and the surrounding areas are not zoned for forest land or timberland. The site will be improved with Light Industrial uses in compliance with existing zoning. The project will have no impact on land designated for forest land or timberland use.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2d – Would the project result in the loss of forest land or conversion of forest land to non-forest use?

See discussion of Impact #3.4.2c, above.

The proposed project will have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2e – Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or conversion of forest land to non-forest use?

See discussion of Impact #3.4.2c, above.

The proposed project will have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

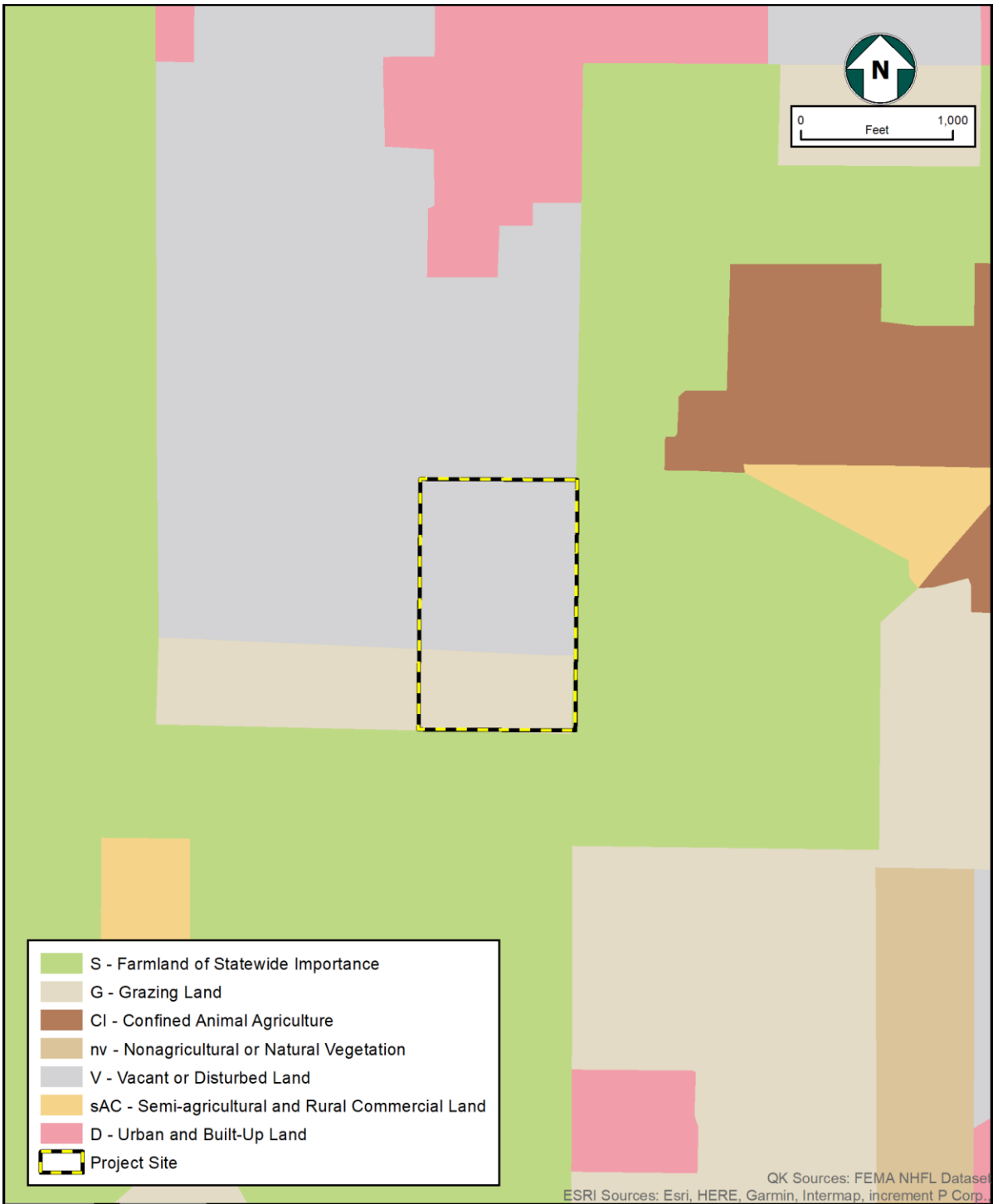


Figure 3.4.2-1
Farmland Mapping and Monitoring Program (FMMP)

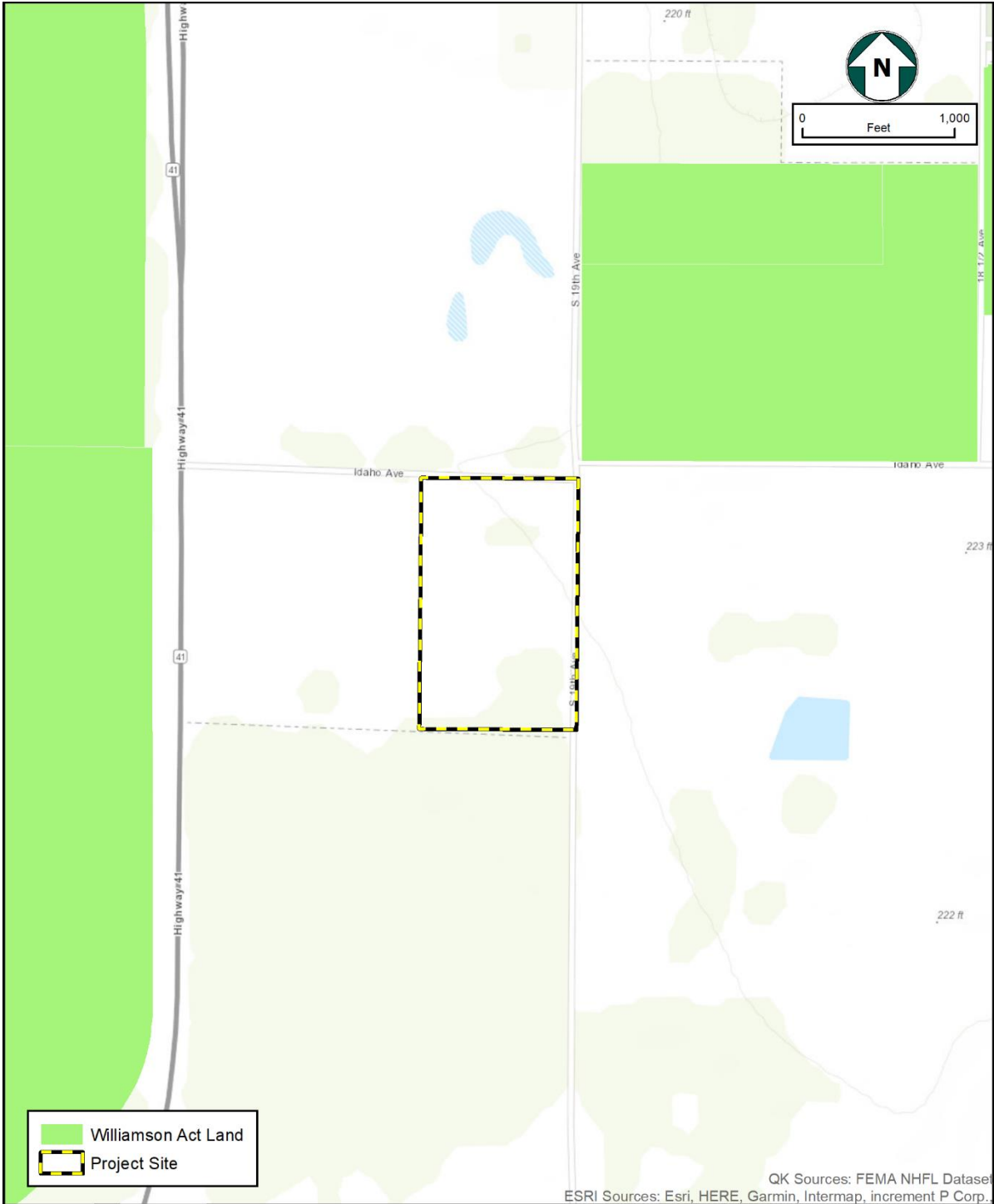


Figure 3.4.2-2
Williamson Act Contracts

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.3 - AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. 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 nonattainment under an applicable federal or State ambient air quality standard? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. | Expose sensitive receptors to substantial pollutant concentration? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. | Result in other emissions (such as those leading to odor) adversely affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion

Impact #3.4.3a – Would the project conflict with or obstruct implementation of the applicable air quality plan?

The project is located within the San Joaquin Valley Air Basin (SJVAB), which is under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The SJVAB is designated nonattainment of State and federal health-based air quality standards for ozone and PM_{2.5}. The SJVAB is designated nonattainment of State PM₁₀. To meet Federal Clean Air Act (CAA) requirements, the SJVAPCD has multiple Air Quality Attainment Plan (AQAP) documents, including:

- 2016 Ozone Plan;
- 2007 PM₁₀ Maintenance Plan and Request for Redesignation; and
- 2016 PM_{2.5} Plan.

The SJVAPCD's Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI) thresholds are designed to implement the general criteria for air quality emissions as required in the CEQA Guidelines, Appendix G, Paragraph III (Title 14 of the California Code of Regulations §15064.7) and CEQA (California Public Resources Code Sections 21000 et. al). SJVAPCD's specific CEQA air quality thresholds are presented in Table 3.4.3-1.

Table 3.4.3-1
GAMAQI Thresholds of Significance for Criteria Pollutants

| Criteria Pollutant | Threshold (tons/year) |
|--------------------|-----------------------|
| CO | 100 |
| ROG | 10 |
| NO _x | 10 |
| SO _x | 27 |
| PM ₁₀ | 15 |
| PM _{2.5} | 15 |

(San Joaquin Air Pollution Control District, 2015)

The project is to allow cannabis cultivation in temporary structures with a temporary fence and requires approval of a Project Development Agreement. The project site plan is approximately 35 acres in area, is zoned ML (Light Industrial) and it includes installation of steal hoop houses, an office, a cargo container, and stock tanks. The entire site will be surrounded with 8-foot chain link with privacy slats and three strands of barbed wire for security.

During construction, the proposed project would be subject to Regulation VIII (Fugitive PM₁₀ Prohibition) of the SJVAPCD. The purpose of Regulation VIII is to reduce ambient concentrations of fine particulate matter (PM₁₀) by requiring actions to prevent, reduce or mitigate anthropogenic fugitive dust emissions. Regulation VIII would require fugitive dust emission controls at the construction site such as water application, dust suppressants, reduced vehicle speeds on unpaved roads (SJVAPCD, 2017).

The SJVAPCD Small Project Analysis Level (SPAL) process established review parameters to determine whether a project qualifies as a “small project.” A project that is found to be “less than” the established SPAL review parameters, has “no possibility of exceeding criteria pollutant emissions thresholds.”

As shown in Table 3.4.3-2, the proposed project would not exceed the established SPAL limits for an industrial park project. The project site plan is 35 acres in area, is zoned ML (Light Industrial), and cannabis cultivation it includes installation of three hoop houses, an office, a cargo container and stock tanks. Based on the above information, this project qualifies for a limited air quality analysis applying the SPAL guidance to determine air quality impacts.

Table 3.4.3-2
Small Project Analysis Level – Industrial Land Use Category

| Land Use Category - Industrial | Project Size |
|--------------------------------|-----------------|
| General Light Industry | 510,000 sq. ft. |
| Heavy Industry | 920,000 sq. ft. |
| Industrial Park | 370,000 sq. ft. |
| Manufacturing | 400,000 sq. ft. |

Source: (SJVAPCD, 2017)

Construction and operation of the proposed project would not exceed any established SJVAPCD thresholds, therefore, implementation of the proposed project would not obstruct implementation of an air quality plan. Therefore, impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.3b – Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

The nonattainment pollutants for the SJVAPCD are ozone, PM₁₀ and PM_{2.5}. Therefore, the pollutants of concern for this impact are ozone precursors, and regional PM₁₀, and PM_{2.5}. As discussed above, the thresholds of significance used for determination of emission significance are shown in Table 3.4.3-1 above. The proposed project would create NO_x and PM₁₀ emissions during construction, which would contribute to the current nonattainment status of these pollutants within the SJVAB. As noted in Impact #3.4.3a, the project's emissions during temporary construction activities would not exceed thresholds.

Operation of the project would also create additional criteria pollutants, particularly as a result of increased mobile emissions in the project area. However, these impacts also would not exceed thresholds. Although the emissions from the proposed project may be under the SJVAPCD CEQA thresholds of 10 tons per year for NO_x and 15 tons per year for PM₁₀, CEQA and SJVAPCD's Rule 9510 require that all feasible and reasonable mitigation be applied to the proposed project to reduce air quality impacts from construction and operations.

The General Plan analyzed activities that disturb the soil, such as grading and excavation, infrastructure construction, building demolition, and a variety of construction activities. The General Plan also analyzed operational air quality impacts that would likely occur based on the various land use designations and possible resultant land uses that could occur during buildout of the City.

The General Plan EIR requires that all new development, such as the proposed project, be subject to Best Management Practices to reduce dust and other air pollutant emissions, as well as mandatory compliance with all applicable SJVAPCDs rules and regulations. These rules and regulations include, but are not limited to:

- Rule 2201 (New and Modified Station Source Review), Rule 4002 (National Emission Standards for Hazardous Air Pollutants),
- Regulation VIII (Fugitive PM₁₀ Prohibitions), and

- Rule 9510 (Indirect Source Review (ISR)).

The construction and operation of the proposed project would also be subject to SJVAPCD's Regulation VIII (Fugitive PM₁₀ Prohibitions). A natural gas backup generator would be required for the project. Because project construction at the project site would not result in significant emissions for which the SJVAPCD and surrounding air districts are in nonattainment, construction emissions would not result in a cumulatively considerable net increase. Further, as the proposed project would not result in significant operational emissions of criteria pollutants, the proposed project would not contribute to a long-term cumulative increase in criteria pollutants.

The project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Impacts would be less than significant.

In addition, as shown in Table 3.4.3-2, the proposed project would not exceed the established SPAL limits for an industrial park project. The project site plan is 35 acres in area, is zoned ML (Light Industrial), and includes cultivation of cannabis. Cultivation would occur in two different ways, some of the proposed cultivation methods do not required a lot of water. The project site plan is approximately 35 acres in area, is zoned ML (Light Industrial), it includes installation of three hoop houses, an office, a cargo container and stock tanks. Based on the above information, this project qualifies for a limited air quality analysis applying the SPAL guidance to determine air quality impacts.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.3c – Would the project expose sensitive receptors to substantial pollutant concentrations?

The CARB provides guidance for siting sensitive receptors near sources of Toxic Air Contaminants (TAC) emissions (California Air Resources Board, 2005). Sensitive receptors are defined as areas where young children, chronically ill individuals, the elderly, or people who are more sensitive than the general population reside. The following locations are where several sensitive receptors are likely to reside and be affected by substantial pollutant concentrations: schools, hospitals, nursing homes, and daycare centers. It is recommended that sources of air pollution be kept away from sensitive receptors, including recommendations for distances from certain land uses.

The project site is zoned for Light Industrial uses, and the area surrounding the project site consists of vacant land to the north, vacant land to the east, agricultural uses to the south, and the Lemoore Raceway and BMX track to the west. The PW Engvall Elementary School is

the closest sensitive receptor and is located 1.5 miles northeast of the project site. The school is separated from the site by State Route 198.

During construction of the project, construction activities and equipment may generate emission from construction equipment exhaust. These impacts are localized and temporary in nature and therefore are considered less than significant. The project would not expose sensitive receptors to substantial concentrations of localized PM₁₀, carbon monoxide, diesel particulate matter, hazardous air pollutants, or naturally occurring asbestos, as discussed below.

Hazardous Pollutants or Odors

The GAMAQI guidelines introduce two types of projects that should be assessed when considering hazardous air pollutants (HAPs) which includes: (1) placing a toxic land use in an area where it may have an adverse health impact on an existing sensitive land use and (2) placing a sensitive land use in an area where an adverse health impact may occur from an existing toxic land use. Some examples of projects that may include HAPs are:

- Agricultural products processing;
- Bulk material handling;
- Chemical blending, mixing, manufacturing, storage, etc.;
- Combustion equipment (boilers, engines, heaters, incinerators, etc.);
- Metals etching, melting, plating, refining, etc.;
- Plastics & fiberglass forming and manufacturing;
- Petroleum production, manufacturing, storage, and distribution; and
- Rock & mineral mining and processing.

The proposed project is located on a site that is currently undeveloped land. The project site plan is approximately 35 acres in area, is zoned ML (Light Industrial), and includes installation of steel hoop houses, an office, a cargo container and stock tanks. During the construction period, some odors could result from vehicles and equipment using diesel fuels. However, vehicles and equipment using diesel fuels at the proposed project would have to comply with the California Air Resources Board (CARB) guidelines, which limit idling time to five minutes with the Airborne Toxic Control Measure (ATCM). All construction would be temporary.

Cannabis flowers can emit a particularly powerful smell. The floral scent is composed of volatile organic compounds (VOCs) called terpenes. Terpene odor can be a nuisance for sensitive receptors and residential areas. The nearest residentially zoned area is .75 miles northeast of the project site. The nearest sensitive receptor is an elementary school located 1.5 miles northeast of the project site.

The City of Lemoore Municipal Code includes an ordinance regulating cannabis activities (Municipal Code Chapter 8 of Title 4). Section 4-8-4 C lists the minimum operational requirements and restrictions for all commercial cannabis operations in the city. The requirement for regulating odor states:

4-8-4 C 15. Odor Control: The business owner shall provide an odor-absorbing ventilation and exhaust system, so that odor generated inside the facility that is distinctive to its commercial cannabis operations is not detected outside the premises, outside the building housing the commercial cannabis operations, or anywhere on adjacent property or public rights of way. Accordingly, the business owner must install and maintain the following equipment or any other equipment which the City's building official determines has the same or better effectiveness:

- a. An exhaust air filtration system with odor control that prevents internal odors and pollen from being emitted externally; or
- b. An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are not detectable outside the cannabis facility.

Therefore, the proposed project would not create or expose sensitive receptors to substantial pollutant concentrations or emissions.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.3d – Would the project result in emissions (such as those leading to odors) adversely affecting a substantial number of people?

Sensitive receptors include locations where young children, chronically ill individuals, the elderly, or people who are more sensitive than the general population reside, such as schools, hospitals, nursing homes, and daycare centers. The PW Engvall Elementary School is the closest sensitive receptor and is located 1.5 miles northeast of the project site. Although emissions from construction-related vehicles are anticipated during temporary construction activities, the proposed project is not expected to affect these sensitive receptors, as discussed in Impact #3.4.3c above. The project site is zoned for Light Industrial uses, and the area surrounding the project site consists of vacant land to the north, vacant land to the east, agricultural uses to the south, and the Lemoore Raceway and BMX track to the west. Therefore, the proposed project is not expected to result in the generation of odors or hazardous air pollutants that would affect a substantial number of people. The emissions associated with the construction of the project would be temporary in nature and are not anticipated to result in the generation of a substantial amount of hazardous air pollutants. Therefore, the project will have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.4 - BIOLOGICAL RESOURCES

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 Wildlife or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input 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 Wildlife 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 type="checkbox"/> | <input checked="" 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"/> |

Discussion

A biological reconnaissance survey was conducted in August 2020 by a qualified biologist to determine whether there are sensitive biological resources that might be adversely affected by the proposed project. The evaluation is based upon existing site conditions, the potential

for sensitive biological resources to occur on and in the vicinity of the project site, and any respective impacts that could potentially occur.

A literature review of the California Department of Fish and Wildlife's California Natural Diversity Database (CDFW, 2020) California Native Plant Society (CNPS, 2020), and United States Fish and Wildlife Service Information for Planning and Consultation (IPaC) (USFWS, 2020) was conducted to identify special-status plant and wildlife species with the potential to occur within the project site and vicinity (the surrounding nine quads and a 10-mile radius). Information on the potential presence of wetlands and waters was obtained from the National Wetlands Inventory (NWI), National Hydrography database (NHD) and Federal Emergency Management Agency (FEMA). Information regarding the presence of Critical Habitat in the project vicinity was obtained from the United States Fish and Wildlife Service's Critical Habitat Mapper database. The results of the database inquiries were subsequently reviewed to evaluate the potential for occurrence of special-status species and other sensitive biological resources known to occur on or near the project site prior to conducting the site survey.

On August 11, 2020, a QK biologist conducted a biological reconnaissance survey of the entire project site and a 250-foot buffer area (Biological Survey Area [BSA]), where feasible. The purpose of the survey was to determine the locations and extent of potential plant communities and sensitive habitats, determine the potential for occurrence of special-status plant and animal species, and identify other sensitive biological resources within the BSA. Survey methodologies included walking meandering pedestrian transects through all present habitat types. Suitable nesting trees and structures were surveyed with the use of binoculars or spotting scopes. Protocol surveys for specific special-status wildlife species were not conducted for this report as it was determined by the consulting biologist that such surveys were not warranted due to the lack of suitable habitat and current condition of the project site. Detailed notes of plant and wildlife species observations were documented during the survey.

General Site Conditions

The entire project site has experienced recent disturbance and is currently disked. Adjacent lands include recently disked open fields to the east, current agricultural fields of alfalfa to the south, The Lemoore Raceway and BMX track to the west, and commercial and undeveloped land to the north. The wildlife species inhabiting the BSA include those typically found in moderately- to heavily-disturbed habitats associated with development zones of Kings County and the southern San Joaquin Valley. The project site has been previously disturbed, with little nonnative vegetation present. Several California ground squirrel (*Otospermophilus beecheyi*) burrows were observed on the project site and surrounding BSA, primarily along the southeastern boundary of the project site. However, no suitably sized burrows were observed that could support special-status species.

Very few trees within the BSA were present that could serve as potential nesting sites for raptor and bird species and no nests or nesting behavior was observed during the time of the survey. Several Swainson's hawk were observed flying approximately 0.5 miles to the

north, but none were observed within the BSA or in close proximity to the site. There is minimal suitable habitat for special-status plant species within the BSA.

There were eight plant species and five wildlife species identified during the survey, either through direct observation or by the presence of diagnostic signs (Table 3.4.4-1).

Table 3.4.4-1
List of Plant and Wildlife Species Observed within the Survey Area

| Scientific name | Common name |
|---------------------------------|-----------------------------|
| Plants | |
| <i>Acer negundo</i> | Boxelder maple |
| <i>Bromus</i> sp. | brome sp. |
| <i>Chenopodium album</i> | white goosefoot |
| <i>Croton setiger</i> | turkey mullein |
| <i>Datura stramonium</i> | jimsonweed |
| <i>Juglans californica</i> | California black walnut |
| <i>Lactuca serriola</i> | prickly lettuce |
| <i>Salsola tragus</i> | Russian thistle |
| Wildlife | |
| <i>Buteo swainsoni</i> | Swainson's hawk |
| <i>Cathartes aura</i> | Turkey vulture |
| <i>Otospermophilus beecheyi</i> | California ground squirrel* |
| <i>Sylvilagus audubonii</i> | desert cottontail |
| <i>Uta stansburiana</i> | common side-blotched lizard |

*Indicates that only sign (scat, tracks, prey remains, dens) were observed.

Impact Analysis

This section describes the results of the database searches and, using conditions present on the project site as determined by the onsite examination, provides an analysis of project impacts on each of six biological evaluation criteria. Each of the evaluation criteria are discussed below and mitigation measures are provided as warranted to, when implemented, reduce impacts to below significant levels.

Impacts #3.4.4a – 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 Wildlife or U.S. Fish and Wildlife Service?

The literature search indicated that there is a potential for sensitive natural communities and special-status species to be present on the project site. An evaluation of each of the potentially occurring sensitive natural communities and special-status species, which included habitat requirements, likelihood of required habitat to occur within the project area, and a comparison to the CNDDDB, CNPS and IPaC records was conducted. The results of this evaluation concluded that no sensitive natural community or special-status plant

species are anticipated to occur on or near the project site, and that four wildlife species have a reasonable potential to occur on or near the project site.

Sensitive Natural Communities and Special-Status Species

SENSITIVE NATURAL COMMUNITIES AND SPECIAL-STATUS PLANTS

Based on the IPaC, CNDDDB and CNPS database query, identified one sensitive natural plant community, Valley Sink Scrub, that occurs in the vicinity of the project site. This plant community was not observed within the project site during the survey. Five special-status plant species were identified as having the potential to occur within the vicinity of the project site. These species include; brittlescale (*Atriplex depressa*), recurved larkspur (*Delphinium recurvatum*) both that require alkaline soils, vernal barley (*Hordeum intercedens*) found in saline flats and vernal pools, Panoche pepper grass (*Lepidium jaredii* spp. *album*) found on steep slopes with clay soils, mud nama (*Nama stenocarpa*) found in marshes and swamps and California alkali grass (*Puccinellia simplex*) found in alkaline souls on sinks and lake margins. The project site does not contain these typed of habitat and none of these species are expected to occur. No special-status plant species were identified during the survey. Although protocol-level botanical surveys were not conducted and the survey did not coincide with optimum blooming periods for all plant species, it is not anticipated that special-status plant species occur on the project site.

SPECIAL-STATUS WILDLIFE

Based on the IPaC query, there were nine special-status wildlife species and twelve migratory bird species that were identified as having a potential to occur within subject quadrangle and eight surrounding quadrangles. None of the species identified by the IPaC query have the potential to nest on or near the project site and may occur as transients during migration, therefore, the project will have minimal or no affects to these species. According to CNDDDB recorded occurrences there are 17 special-status wildlife species found within a 10-mile radius of the project site. These species included; Fresno kangaroo rat (*Dipodomys nitratoide exilis*), San Joaquin kit fox (*Vulpes macrotis mutica*), Tipton kangaroo rat (*Dipodomys nitroide nitroide*), blunt-nosed leopard lizard (*Gambilia sila*), giant garter snake (*Thamnophis gigas*), California red-legged frog (*Rana draytonii*), Delta smelt (*Hypomesus transpacificus*), vernal pool fairy shrimp (*Branchinecta lynchi*), vernal pool tadpole shrimp (*Lepidurus packardii*), western burrowing owl (*Athene cunicularia*), tricolored blackbird (*Agelaius tricolor*), yellow-headed blackbird (*Xanthocephalus xanthocephalus*), western snowy plover (*Charadrius nivosus*), western pond turtle (*Actinemys marmorata*), western spadefoot toad (*Apea hammondi*), valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) and Hoary bat (*Aeorestes cinereus*). Of the species identified in both database queries, 14 were eliminated from consideration due to the current conditions of the project site and neighboring land uses, lack of suitable habitat (water features, suitable nesting or roosting sites, lack of suitable foraging habitat or vegetation associations, etc.), the project site is outside of the known range of the species, or did not contain suitable burrows or sign of presence. Three wildlife species have a moderate, or high potential to occur within the project site or in close proximity. Swainson's

hawk, a State listed species, was observed foraging near the project site. Two species have a moderate potential to occur on the project site or within the BSA. The western burrowing owl, a state species of concern, and San Joaquin kit fox, a State and federally listed species, have the potential to occur on or near the project site. Neither of these species were observed during the survey and protocol surveys these species were not conducted, but these species are known to be within the area and may occur as a transient forager. These species are discussed below.

Western Burrowing Owl

The western burrowing owl has a moderate potential to occur within the project site and immediate surrounding area. Historically, burrowing owls have been recorded within 5.7 miles of the project site. The most recent CNDDDB recorded occurrence (EONDX 104402) for a burrowing owl is approximately 7.0 miles southwest of the project site. No burrowing owls, suitable nesting sites or sign were observed during the survey. The western burrowing owl is known to occur in the vicinity of the project site and could potentially be present from time to time as a transient forager.

San Joaquin Kit Fox

The San Joaquin kit fox has a moderate potential to occur within the project site and immediate surrounding area. Historically, San Joaquin kit fox have been recorded within 4.1 miles of the project site. The most recent CNDDDB recorded occurrence (EONDX 69953) of a San Joaquin kit fox observation is 9.1 miles northeast of the project site. No San Joaquin kit fox, suitable burrows for habitation or sign were observed during the survey. The San Joaquin kit fox is known to occur in the vicinity of the project site and could potentially be present from time to time as a transient forager.

Swainson's Hawk

The Swainson's hawk has a high potential to occur as a transient forager around the project site and the immediate surrounding area. However, the project site itself has no suitable foraging or nesting habitat to support the species. The most recent CNDDDB recorded occurrence (EONDX 115328) of Swainson's hawk was 4.7 miles southeast of the project site. Swainson's hawks are known to forage in open fields and agricultural fields, such as hay or alfalfa. Based on project site conditions and the presence of agricultural fields nearby, there is a potential for Swainson's hawks to present from time to time as transient foragers.

CONCLUSION

The project site and surrounding area have been previously disturbed by ongoing disking operations and commercial development. The project site and vicinity does not provide suitable habitat for any special-status plant species and no mitigation measures to protect, avoid, or minimize impacts to special-status plant species are warranted.

There is the potential for three special-status or protected wildlife species to be impacted by project activities. Compliance with Mitigation Measures MM BIO-1 through MM BIO-6 would protect, avoid, and minimize impacts to special-status wildlife species. When implemented, these measures would reduce impacts to these species to below significant levels.

MITIGATION MEASURE(S)

MM BIO-1: Prior to initial ground disturbing activities, a qualified wildlife biologist shall conduct a biological clearance survey 14-30 calendar days prior to the onset of construction. The clearance survey shall include walking transects to identify presence of San Joaquin kit fox or diagnostic signs of that species (e.g., dens, tracks, prey remains), and other special-status species or protected species including but not limited to Western burrowing owl, Swainson's hawk, etc. A report outlining the results of the survey shall be submitted to the Lead Agency.

If a known, active, or natal kit fox den is discovered during the clearance survey, the appropriate buffers shall be established using fencing or flagging as follows: (1) at least 50 feet around potential or atypical (any manmade structure such as pipes, culverts, and diggings below concrete slabs, that may be occupied by San Joaquin kit fox) den(s) and (2) at least 100 feet around known den(s). The United States Fish and Wildlife Service (USFWS) must be contacted for further guidance if a natal den is discovered. Buffer zones shall be considered Environmentally Sensitive Areas (ESAs) and no ground disturbing activities shall be allowed within a buffer area. The USFWS and California Department of Fish and Wildlife (CDFW) shall be contacted upon the discovery of any natal or pupping dens.

Potential kit fox dens may be excavated provided that the following conditions are satisfied: (1) the den has been monitored for at least five consecutive days and is deemed unoccupied by a qualified biologist; (2) the excavation is conducted by or under the direct supervision of a qualified biologist. Den monitoring and excavation should be conducted in accordance with the *Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance* (United States Fish and Wildlife Service, 2011).

MM BIO-2: Prior to ground disturbance activities, or within one week of being deployed at the project site for newly hired workers, all construction workers at the project site shall attend a Construction Worker Environmental Awareness Training and Education Program, developed and presented by a qualified biologist.

The Construction Worker Environmental Awareness Training and Education Program shall be presented by the biologist and shall include information on the life history wildlife and plant species that may be encountered during construction activities, their legal protections, the definition of "take" under the Endangered Species Act, measures the project operator is implementing to protect the species, reporting requirements, specific measures that each worker must employ to avoid take of the species, and penalties for violation of the Act. Identification and information regarding special-status or other sensitive species with the

potential to occur on the project site shall also be provided to construction personnel. The program shall include:

- An acknowledgement form signed by each worker indicating that environmental training has been completed.
- A copy of the training transcript and/or training video/CD, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgement forms shall be maintain onsite for the duration of construction activities.

MM BIO-3: If all project activities are completed outside of the Swainson's hawk nesting season (February 15 through August 31), this mitigation measure may be disregarded. If no Swainson's hawk nests are found, no further action is required.

Nesting surveys for the Swainson's hawks shall be conducted in accordance with the protocol outlined in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000). If potential Swainson's hawk nests or nesting substrates are located within 0.5 miles of the project site, then those nests or substrates must be monitored for activity on a routine and repeating basis throughout the breeding season, or until Swainson's hawks or other raptor species are verified to be using them. The protocol recommends that the following visits be made to each nest or nesting site: one visit during January 1–March 20 to identify potential nest sites, three visits during March 20–April 5, three visits during April 5–April 20, and three visits during June 10–July 30. A fewer number of visits may be permissible if deemed adequate by the City after consultation with a qualified biologist. To meet the minimum level of protection for the species, surveys shall be completed for at least the two survey periods immediately prior to project-related ground disturbance activities. If Swainson's hawks are not found to nest within the survey area, then no further action is warranted.

MM BIO-4: A qualified biologist shall conduct a pre-construction survey on the project site and within 500 feet of its perimeter, where feasible, to identify the presence of the western burrowing owl. The survey shall be conducted between 14 and 30 days prior to the start of construction activities. If any burrowing owl burrows are observed during the preconstruction survey, avoidance measures shall be consistent with those included in the CDFW staff report on burrowing owl mitigation (CDFG 2012). If occupied burrowing owl burrows are observed outside of the breeding season (September 1 through January 31) and within 250 feet of proposed construction activities, a passive relocation effort may be instituted in accordance with the guidelines established by the California Burrowing Owl Consortium (1993) and the California Department of Fish and Wildlife (2012). During the breeding season (February 1 through August 31), a 200-meter (minimum) buffer zone should be maintained unless a qualified biologist verifies through noninvasive methods that either the birds have not begun egg laying and incubation or that juveniles from the occupied burrows are foraging independently and are capable of independent survival.

In addition, impacts to nest sites shall be avoided in accordance with the following table unless a qualified biologist approved by the Lead Agency verifies through noninvasive methods that either: (1) the birds have not begun egg laying and incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.

| Location | Time of Year | Level of Disturbance | | |
|---------------|----------------|----------------------|-------|-------|
| | | Low | Med | High |
| Nesting sites | April 1-Aug 15 | 200 m* | 500 m | 500 m |
| Nesting sites | Aug 16-Oct 15 | 200 m | 200 m | 500 m |
| Nesting sites | Oct 16-Mar 31 | 50 m | 100 m | 500 m |

MM BIO-5: If construction is planned outside the nesting period for raptors (other than the western burrowing owl) and migratory birds (February 15 to August 31), no mitigation shall be required. If construction is planned during the nesting season for migratory birds and raptors, a preconstruction survey to identify active bird nests shall be conducted by a qualified biologist to evaluate the site and a 250-foot buffer for migratory birds and a 500-foot buffer for raptors. If nesting birds are identified during the survey, active raptor nests shall be avoided by 500 feet and all other migratory bird nests shall be avoided by 250 feet. Avoidance buffers may be reduced if a qualified onsite monitor determines that encroachment into the buffer area is not affecting nest building, the rearing of young, or otherwise affecting the breeding behaviors of the resident birds. Because nesting birds can establish new nests or produce a second or even third clutch at any time during the nesting season, nesting bird surveys shall be repeated every 30 days as construction activities are occurring throughout the nesting season.

No construction or earth-moving activity shall occur within a non-disturbance buffer until it is determined by a qualified biologist that the young have fledged (left the nest) and have attained sufficient flight skills to avoid project construction areas. Once the migratory birds or raptors have completed nesting and young have fledged, disturbance buffers will no longer be needed and can be removed, and monitoring can cease.

MM BIO-6: During all construction-related activities, the following mitigation shall apply:

- All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once a week from the construction or project site.
- Construction-related vehicle traffic shall be restricted to established roads and predetermined ingress and egress corridors, staging, and parking areas. Vehicle speeds should not exceed 20 miles per hour (mph) within the project site.
- To prevent inadvertent entrapment of kit fox or other animals during construction, the contractor shall cover all excavated, steep-walled holes or trenches more than two feet deep at the close of each workday with plywood or

- similar materials. If holes or trenches cannot be covered, one or more escape ramps constructed of earthen fill or wooden planks shall be installed in the trench. Before such holes or trenches are filled, the contractor shall thoroughly inspect them for entrapped animals. All construction-related pipes, culverts, or similar structures with a diameter of four-inches or greater that are stored on the project site shall be thoroughly inspected for wildlife before the pipe is subsequently buried, capped, or otherwise used or moved in anyway. If at any time an entrapped or injured kit fox is discovered, work in the immediate area shall be temporarily halted and USFWS and CDFW shall be consulted.
- d. Kit foxes are attracted to den-like structures such as pipes and may enter stored pipes and become trapped or injured. All construction pipes, culverts, or similar structures with a diameter of four-inches or greater that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for kit foxes before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a kit fox is discovered inside a pipe, that section of pipe shall not be moved until the individual is allowed to escape on its own. If necessary, and under the direct supervision of the biologist, the pipe may be moved only once to remove it from the path of construction activity, until the fox has escaped.
 - e. No pets, such as dogs or cats, shall be permitted on the project sites to prevent harassment, mortality of kit foxes, or destruction of dens.
 - f. Use of anti-coagulant rodenticides and herbicides in project areas shall be restricted. This is necessary to prevent primary or secondary poisoning of kit foxes and the depletion of prey populations on which they depend. All uses of such compounds shall observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and other State and Federal legislation, as well as additional project-related restrictions deemed necessary by the USFWS and CDFW. If rodent control must be conducted, zinc phosphide shall be used because of the proven lower risk to kit foxes.
 - g. A representative shall be appointed by the project proponent who will be the contact source for any employee or contractor who might inadvertently kill or injure a kit fox or who finds a dead, injured or entrapped kit fox. The representative shall be identified during the employee education program and their name and telephone number shall be provided to the USFWS.
 - h. The Sacramento Fish and Wildlife Office of USFWS and CDFW shall be notified in writing within three working days of the accidental death or injury to a San Joaquin kit fox during project-related activities. Notification must include the date, time, and location of the incident or of the finding of a dead or injured animal and any other pertinent information. The USFWS contact is the Chief of the Division of Endangered Species, at the addresses and telephone numbers below. The CDFW contact can be reached at (559) 243-4014 and R4CESA@wildlifeca.gov.
 - i. All sightings of the San Joaquin kit fox shall be reported to the California Natural Diversity Database (CNDDB). A copy of the reporting form and a topographic map clearly marked with the location of where the kit fox was observed shall also be provided to the Service at the address below.

- j. Any project-related information required by the USFWS or questions concerning the above conditions, or their implementation may be directed in writing to the U.S. Fish and Wildlife Service at: Endangered Species Division, 2800 Cottage Way, Suite W 2605, Sacramento, California 95825-1846, phone (916) 414-6620 or (916) 414-6600.
- k. If burrowing owl are found to occupy the project site and avoidance is not possible, burrow exclusion may be conducted by qualified biologists only during the nonbreeding season, before breeding behavior is exhibited, and after the burrow is confirmed empty through noninvasive methods (surveillance). Replacement or occupied burrows shall consist of artificial burrows at a ratio of 1 burrow collapsed to 1 artificial burrow constructed (1:1). Ongoing surveillance of the project site during construction activities shall occur at a rate sufficient to detect Burrowing owl, if they return.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.4b – 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 Wildlife or U.S. Fish and Wildlife Service?

According to CNDDB there is one sensitive natural communities with the potential to occur within 10-miles of the project site, Valley Sink Scrub (CDFW, 2020). The project site is highly disturbed and does not provide habitat to maintain this community. No sensitive natural communities were identified within the project site or buffer area during the survey. There are no anticipated impacts to sensitive natural communities as a result of the proposed project. The project site covers an area of approximately 39 acres and has been previously disturbed by disking. The project site is primarily surrounded by previously disked open fields and the Lemoore Raceway and BMX track.

Riparian habitat is defined as lands that are influenced by a river, specifically the land area that encompasses the river channel and its current or potential floodplain. The project is not located within a river or an area that encompasses a river or potential floodplain. The proposed project would not have any adverse effect to a riparian habitat.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.4c – 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?

The United States Army Corps of Engineers (USACE) has regulatory authority over the Clean Water Act (CWA), as provided for by the EPA. The USACE has established specific criteria for the determination of wetlands based upon the presence of wetland hydrology, hydric soils, and hydrophilic vegetation. There are no federally protected wetlands, water features or vernal pools that occur within the project site.

Wetlands, streams, reservoirs, sloughs, and ponds typically meet the criteria for federal jurisdiction under Section 404 of the CWA and State regulatory authority under the Porter-Cologne Water Quality Control Act. Streams and ponds typically meet the criteria for State regulatory authority under Section 1602 of the California Fish and Game Code. There are no features on the project site that would meet the criteria for either federal jurisdiction or State regulatory authority. There would be no impact to federally protected wetlands or waterways or State wetlands or waters.

There is a historical record of a riverine crossing the project site (R5UBFx). Historical aerial photos show the presence of an irrigation ditch. However, the land has been cultivated in a number of years and that feature was removed during subsequent disking operations on the site. During the reconnaissance survey there was no evidence of any type of water feature or wetland. A drainage ditch is also located along the southeast portion of the project. However, it is outside of the fence line along South 19th Avenue and will not be impacted by project activities.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.4d – 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 migratory corridors are described as a linear stretch of land that connects two open pieces of habitat that would otherwise be unconnected. These routes provide shelter and sufficient food resources to support wildlife species during migratory movements. Movement corridors generally consist of riparian, woodlands, or forested habitats that span contiguous acres of undisturbed habitat and are important elements of resident species' home ranges.

The proposed project and surrounding area occur within a known essential connectivity area identified by the Essential Habitat Connectivity Project (Spencer, W.D., et al, 2010).

However, due to the existing disturbed condition of the site and surrounding area, primarily consisting of disturbed open fields, the use of connectivity habitat by sensitive wildlife is unlikely. The proposed project does not occur within terrestrial migration route, significant wildlife corridor, or wildlife linkage area as identified in the Recovery Plan for Upland Species in the San Joaquin Valley (US Fish and Wildlife Service, 1998). The survey conducted for the project did not provide evidence of a wildlife nursery or important migratory habitat being present on the project site. Migratory birds and raptors could use habitat on or near the project for foraging and/or as stopover sites during migrations or movement between local areas. USFWS Critical Habitat identified a Buena Vista Lake ornate shrew area approximately 4.0 miles west of the project site but will not be impacted by project activities. There is no suitable habitat for the presence of Buena Vista Lake ornate shrew on or near the project BSA.

The project would not substantially affect migrating birds or other wildlife. The project will not restrict, eliminate, or significantly alter a wildlife movement corridor, wildlife core area, or Essential Habitat Connectivity area, either during construction or after the project has been constructed. Project construction will not substantially interfere with wildlife movements or reduce breeding opportunities.

Additionally, the land surrounding the project site is developed with commercial sites, and disked open fields that would sever wildlife movement through the site and eliminate any nursery site. The proposed project would not interfere 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. Therefore, there would be no impacts to wildlife movements, would not affect movement corridors, or impeded a nursery site.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impacts #3.4.4e – Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Besides requiring compliance with State policies, the City of Lemoore does not have any local policies or ordinances protecting biological resources nor an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plans protecting biological that would apply to this project site. Therefore, implementation of the proposed project would have no conflict related to an adopted local policies or ordinances protecting biological resources.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.4f – 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 project site is located within the Natural Community Conservation Plan – Aera Energy Southwest San Joaquin Valley HCP/NCCP, however, it does not apply to the project since it is not an AERA project. There are no other applicable NCCP or HCP that cover the project site.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.5 - CULTURAL RESOURCES

Would the project:

| | | | | |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 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 CEQA Guidelines Section 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"/> |

Discussion

Impact #3.4.5a – Would the project cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5?

According to information previously obtained from the Southern San Joaquin Valley Archeological Information Center (SSJVAIC) at California State University Bakersfield (CSUB) on a nearby project, there are currently no buildings or structures listed in the National Register of Historic Places or as California Historic Landmarks (Applied Earthworks, Inc., 2019). However, there are 37 sites listed as having local historic significance. Many of these local historic sites are located within the downtown district, bounded by the railroad to the north, Lemoore Avenue to the east, “C” Street on the south and Hill Street to the west (City of Lemoore, 2008). The project site is located over two miles south of downtown Lemoore and is surrounded by agricultural and recreational uses.

Additionally, a Sacred Lands File (SLF) search was requested to the Native American Heritage Commission (NAHC). A response was received from the NAHC on May 22, 2020, which indicated positive results. A copy of that correspondence is included as Appendix A. The Santa Rosa Rancheria Tachi Yokut Tribe will be consulted with prior to project approval and Mitigation Measures MM CUL-1 through CUL-4 will be implemented to reduce potential impacts to historical or archaeological resources. Therefore, the project will have a less-than-significant impact.

Although agricultural activities have disturbed the project site, unknown historical resources may be discovered during ground-disturbing activities. In order to account for unanticipated discoveries and the potential to impact previously undocumented or unknown resources, the following mitigations measures are recommended. With the

implementation of MM CUL-1 through MM CUL-3, impacts under this criterion would be less than significant with mitigation.

MITIGATION MEASURE(S)

MM CUL-1: Prior to any ground disturbance, a surface inspection of the site shall be conducted by a Tribal Monitor. The Tribal Cultural Staff shall monitor the site during grading activities. The Tribal Cultural Staff shall provide preconstruction briefings to supervisory personnel and any excavation contractor, which will include information on potential cultural material finds and, on the procedures, to be enacted if resources are found. Prior to any ground disturbance, the applicant shall offer the Santa Rosa Rancheria Tachi Yokut Tribe the opportunity to provide a Native American Monitor during ground-disturbing activities during both construction and decommissioning. Tribal participation would be dependent upon the availability and interest of the tribe.

MM CUL-2: In the event that historical or archaeological cultural resources are discovered during construction or decommissioning, operations shall stop within 100 feet of the find, and a qualified archeologist shall determine whether the resource requires further study. The qualified archaeologist shall determine the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with §15064.5 of the CEQA Guidelines. Measures may include avoidance, preservation in-place, recordation, additional archaeological testing, and data recovery, among other options. Any previously undiscovered resources found during construction within the project area shall be recorded on appropriate Department of Parks and Recreation forms and evaluated for significance. No further ground disturbance shall occur in the immediate vicinity of the discovery until approved by the qualified archaeologist.

The Lead Agency along with other relevant or tribal officials, shall be contacted upon the discovery of cultural resources to begin coordination on the disposition of the find(s). Treatment of any significant cultural resources shall be undertaken with the approval of the Lead Agency.

MM CUL-3: Upon coordination with the Lead Agency, any archaeological artifacts recovered shall be donated to an appropriate tribal custodian or a qualified scientific institution where they would be afforded applicable cultural resources laws and guidelines.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.5b – Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?

Archaeological resources are places where human activity has measurably altered the earth or left deposits of physical remains. Archaeological resources may be either prehistoric

(before the introduction of writing in a particular area) or historic (after the introduction of writing). The majority of such places in this region are associated with either Native American or Euro-American occupation of the area.

Implementation of MM CUL-1 through MM CUL-3 would ensure that potential impacts associated with archaeological during the construction phase would be less than significant.

MITIGATION MEASURE(S)

Implementation of MM CUL-1 through MM CUL-3.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.5c – Would the project disturb any human remains, including those interred outside of formal cemeteries?

Human remains are not known to exist within the project area. However, construction would involve earth-disturbing activities, and it is still possible that human remains may be discovered, possibly in association with archaeological sites. MM CUL-4 has been included in the unlikely event that human remains are found during ground-disturbing activities. Impacts would be less than significant with implementation of mitigation.

MITIGATION MEASURE(S)

MM CUL-4: If human remains are discovered during construction or operational activities, further excavation or disturbance shall be prohibited pursuant to Section 7050.5 of the California Health and Safety Code. The specific protocol, guidelines, and channels of communication outlined by the Native American Heritage Commission, in accordance with Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code (Chapter 1492, Statutes of 1982, Senate Bill 297), and Senate Bill 447 (Chapter 44, Statutes of 1987), shall be followed. Section 7050.5(c) shall guide the potential Native American involvement, in the event of discovery of human remains, at the direction of the County Coroner.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.6 - ENERGY

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"/> |

Discussion

The following analysis is based on project data provided by the applicant, the Small Project Analysis Level Assessment (SPAL) and available energy resource consumption data.

Impact #3.4.6a – 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

Energy demand during the construction phase would result from the transportation of materials, construction equipment, and construction worker vehicle trips. Construction equipment is expected to be minimal, since the hoop houses are temporary structures. Once operational, a natural gas backup generator would be required, along with security equipment.

The project would comply with the SJVAPCD requirements regarding the limitation of vehicle idling, and the use of fuel-efficient vehicles and equipment, to the extent feasible. The project will not use natural gas during the construction phase. Compliance with standard regional and local regulations, the project would minimize fuel consumption during construction. By complying with standard regional and local regulations, the project would minimize fuel consumption during construction. Construction-related fuel consumption is not expected to result in inefficient, wasteful, or unnecessary energy use. Thus, construction-related fuel consumption at the project would not result in inefficient, wasteful, or unnecessary energy use.

Post-Construction

The project is for cannabis cultivation within steel hoop houses, these hoop houses act as a greenhouse. Greenhouse cultivation combines natural sunlight with growing in a glass or plastic structure, which can control temperature, humidity, soil, air circulation, and light. These hoop houses will also be equipped with supplemental lighting fixtures, which allow the hoop houses to be used in the winter, and other months as needed, when days are shorter and ambient temperatures are colder. While extensive supplemental lights are often used, greenhouse growing reduces the amount of electrical power used, in comparison to fully enclosed opaque indoor grows.

The project will comply with all applicable standards and building codes included in the 2019 California Green Building Standards Code. Therefore, the project would have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.6b – Would the project conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

The project must comply with Title 24, Chapter 4 of the California Green Building Standards Code for nonresidential development and Part 6, of the California Energy Code (CEC) the California Code of Regulations (CCR), Title 20 with adoptions of the California Energy Commission (California Building Standards Commission, 2019).

The project includes steel hoop houses, an office and a cargo container. Once operational a natural gas backup generator would be necessary, along with a security monitoring equipment. Energy saving strategies will be implemented where feasible to reduce the project's energy consumption during the construction and post-construction phases. Strategies being implemented include those recommended by the California Air Resources Board (CARB) that may reduce both the project's construction energy consumption, including diesel anti-idling measures, light-duty vehicle technology, usage of alternative fuels such as biodiesel blends and ethanol, and heavy-duty vehicle design measures to reduce energy consumption. Additionally, as outlined in the SJVAPCD's GAMAQI, the project includes recommendations to reduce energy consumption by shutting down equipment when not in use for extended periods, limiting the usage of construction equipment to eight cumulative hours per day, usage of electric equipment for construction whenever possible in lieu of diesel or gasoline powered equipment, and encouragement of employees to carpool to retail establishments or to remain onsite during lunch breaks.

The project will also incorporate energy saving design features as outlined in the 2019 California Green Building Standards Code and the City of Lemoore Building Codes - Chapter 8-1-J-1 Green Code in order to reduce energy consumption and costs. As noted above, energy efficiency design features include, skylights, dual-pane glass windows with window treatments and by the use of renewable energy. Based on this analysis, the project would be consistent and not conflict with or obstruct a State of local plan related to renewable energy or energy consumption. Impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

3.4.7 - GEOLOGY AND SOILS

Would the project:

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------------------|
| 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 checked="" type="checkbox"/> | <input 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 offsite 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 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 wastewater disposal systems in areas where sewers are not available for the disposal of wastewater? | <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"/> |

Discussion

The responses in this section were based on the 2030 Lemoore General Plan, and the California Department of Conservation, 2020.

Impact #3.4.7a(i) – Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving 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?

According to the City of Lemoore 2030 General Plan, there are no known major fault systems within Lemoore (City of Lemoore, 2008). The greatest potential for geologic disaster in the City is posed by the San Andres Fault, which is located approximately 60 miles west of the Kings County boundary line with Monterey County.

The project site is not located within an Alquist-Priolo Earthquake Fault Zone. There are no active fault traces in the project vicinity. Accordingly, the project area is not within an Earthquake Fault Zone (Special Studies Zone) and will not require a special site investigation by an Engineering Geologist. The project will have a less-than-significant impact of endangering people and structures associated with this project, since there are no permanent structures being built as part of this project. Therefore, the project would have a less-than-significant impact (California Department of Conservation, 2020).

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.7a(ii) – Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

See response to Impact #3.4.6a(i).

Secondary hazards from earthquakes include ground shaking/rupture. Since there are no known faults within the immediate area, ground shaking/rupture from surface faulting should not be a potential problem. Seiche and landslides are not potential hazards in the area. Lastly, deep subsidence problems may be low to moderate according to the conclusions of the Five County Seismic Safety Element. However, there are no known occurrences of structural or architectural damage due to deep subsidence in the Lemoore area.

According to the Seismic Safety Map contained within the Health and Safety Element of the 2035 Kings County General Plan (Figure HS-2, page HS-10), the project site is located within

an area designated as Zone V1 or Valley Zone 1, which is identified as the area of least expected seismic shaking by the Kings County Seismic Zone Description in the 2035 General Plan (Kings County, 2010). The potential for ground shaking is discussed in terms of the percent probability of exceeding peak ground acceleration (% g) in the next 50 years (Kings County, 2010).

The project does not propose to construct permanent, habitable structures. The hoop houses are constructed of metal support bars covered with either polypropylene or shade cloth. The computerized irrigation monitoring system will be housed in a cargo container and will be permitted as required in accordance with all applicable local law and applicable codes. The project shall adhere to all applicable local and State regulations to reduce any potentially significant impacts to structures resulting from strong seismic ground shaking at the project site. Therefore, project impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*

Impact #3.4.7a(iii) - Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

See discussion of Impacts #3.4.7a(i) and a(ii), above.

The potential magnitude/geographic extent of expansive liquefaction erosion was deemed 'negligible' and its significance 'low' throughout the City (City of Lemoore, 2012). Liquefaction is possible in local areas during a strong earthquake or other seismic ground shaking, where unconsolidated sediments coincide with a high-water table.

Adherence to all applicable regulations would avoid any potential impacts to structures resulting from liquefaction at the project site.

The project site includes cultivation of cannabis using hoop houses, a cargo container and a temporary office. No other buildings are proposed on the site. Therefore, impacts from liquefaction are considered less than significant. The project would comply with all local and State regulations. Adherence to all applicable regulations would reduce or avoid any potential impacts to structures resulting from liquefaction at the project site and impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.6a(iv) – Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?

See discussion of Impacts #3.4.7a(i) through a(iii), above.

The land is relatively flat with no significant topological features. As such, there is no potential for rock fall and landslides to impact the project in the event of a major earthquake, as the area has no dramatic elevation changes. Secondary hazards from earthquakes include ground shaking/rupture, seiche, landslides, liquefaction, and subsidence. Since there are no known faults within the immediate area, ground shaking/rupture from surface faulting should not be a potential problem. Seiche and landslide hazards are also not likely to occur. Lastly, deep subsidence problems may be low to moderate according to the conclusions of the Five County Seismic Safety Element. However, there are no known occurrences of structural or architectural damage due to deep subsidence in the Lemoore area.

The project site currently consists of undeveloped land and the surrounding area is essentially flat. The site's topography would not change substantially as a result of project development since the site is essentially flat in nature from previous activities with no surrounding slopes and it is not considered to be prone to landslides. The project would not expose people or structures to potential substantial adverse effects from landslides. Therefore, there would be no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.7b – Would the project result in substantial soil erosion or the loss of topsoil?

There are two types of soil found within the project site, Grangeville sandy loam and Lemoore sandy loam.

Construction activities associated with the proposed project will disturb surface vegetation and soils during construction and would expose these disturbed areas to erosion by wind and water. To reduce the potential for soil erosion and loss of topsoil, the project would comply with the State Water Resources Control Board's (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit (No. 2012-0006-DWQ) during construction. Under the NPDES, the preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) are required for construction activities that would disturb an area of one acre or more. A SWPPP must identify potential sources of erosion or

sedimentation as well as identify and implement Best Management Practices (BMPs) that reduce erosion. Typical BMPs intended to control erosion include sandbags, retention basins, silt fencing, street sweeping, etc.

Mitigation Measure MM HYD-1 requires the approval of a SWPPP to comply with the NPDES General Construction Permit. The project will comply with all the grading requirements as outlined in the City Municipal Code and development standards. During construction, the project is not expected to result in substantial soil erosion or the loss of topsoil with the incorporation of Mitigation Measure MM HYD-1.

Once operational, the majority of the site will remain permeable, although the hoop houses will be covered. Stormwater would roll down the covers onto the unpaved ground and would be absorbed into the soil. Impermeable surfaces would include access to the site from the road and a parking lot, as well as the installation of a cargo container. Overall, development of the project would not result in conditions where substantial surface soils would be exposed to wind and water erosion.

MITIGATION MEASURE(S)

MM HYD-1: Prior to issuing of grading or building permits, the project applicant shall submit to the City: (1) the approved Stormwater Pollution Prevention Plan (SWPPP) and (2) the Notice of Intent (NOI) to comply with the General National Pollutant Discharge Elimination System (NPDES) from the Central Valley Regional Water Quality Control Board. The requirements of the SWPPP and NPDES shall be incorporated into design specifications and construction contracts. Recommended Best Management Practices for the construction phase may include the following:

- Stockpiling and disposing of demolition debris, concrete, and soil properly;
- Protecting existing storm drain inlets and stabilizing disturbed areas;
- Implementing erosion controls;
- Properly managing construction materials;
- Managing waste, aggressively controlling litter, and implementing sediment controls; and
- Evidence of the approved SWPPP shall be submitted to the Lead Agency.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.7c – 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 offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?

As previously discussed, the site soils are considered stable in that there is not a potential of on or offsite landslides, lateral spreading, subsidence or collapse. However, as discussed in

Impact #3.4.7a(iii), the project site is potentially located on a geologic unit or soil that could potentially result in liquefaction.

All structures would be subject to all applicable City Building Ordinances and development standards. Adherence to all applicable regulations would reduce or avoid any potential impacts to structures at the project site, and impacts would be less than significant.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.7d – Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Expansive clay soils are subject to shrinking and swelling due to changes in moisture content over the seasons. These changes can cause damage or failure of foundations, utilities, and pavements. During periods of high moisture content, expansive soils under foundations can heave and result in structures lifting. In dry periods, the same soils can collapse and result in settlement of structures.

There are two types of soil found within the project site, which are Grangeville sandy loam and Lemoore sandy loam. The project does not propose to construct habitable structures or buildings. The subject site and soil conditions, with the exception of the loose surface soils, would be conducive to the development of the project as a cannabis cultivation site. The surface soils have a loose consistency. As noted above, the only structure on the site would be the cargo container for storage and an office, that will be used to house the computerized irrigation system.

Compliance with the policies of the City of Lemoore Municipal Code would reduce potential site-specific impacts to less-than-significant levels.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.7e – Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?

Refer to *Section 3.4.19 – Utilities and Service Systems*.

The proposed project does not include the development or use of septic tanks or alternative wastewater disposal systems as the project would connect to the City's existing sewer system.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.7f – Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Geological records of the region and those prepared for the General Plan found no evidence of paleontological resources or unique geological features in Lemoore. Additionally, the Lemoore area has sedimentary rocks of tertiary and quaternary age, which are younger rocks of continental origin. The project is in an area identified as having geologic features that are less than 150 years before present age, which is considered to have low potential for paleontological resources (Meyer, Jack et al, 2010).

However, there is a possibility that future ground-disturbing activities could cause damage to, or destruction of, previously undiscovered paleontological resources or unique geologic features. Implementation of MM GEO-1 would reduce potential impacts to a less-than-significant level. In addition, the Lemoore General Plan policies and guidelines direct the City to require construction to stop immediately if paleontological resources are uncovered during grading or other onsite excavation activities, until appropriate mitigation is implemented. Therefore, with MM GEO-1, the project will have a less-than-significant impact.

MITIGATION MEASURE(S)

MM GEO-1: If any paleontological resources are encountered during ground-disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or other appropriate facility regarding any discoveries of paleontological resources.

If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations and fossil recovery may be required to mitigate adverse impacts from project implementation. If avoidance is not

feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects, or such effects must be mitigated. Construction in that area shall not resume until the resource appropriate measures are recommended or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of all correspondence and reports shall be submitted to the Lead Agency.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated.*

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.8 - GREENHOUSE GAS EMISSIONS

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 any 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"/> |

Discussion

There have been significant legislative and regulatory activities that directly and indirectly affect climate change and GHGs in California. The primary climate change legislation in California is AB 32, the California Global Warming Solutions Act of 2006. AB 32 focuses on reducing GHG emissions in California. GHGs, as defined under AB 32, include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and nitrogen trifluoride. AB 32 requires that GHGs emitted in California be reduced to 1990 levels by the year 2020. The California Air Resources Board is the State agency charged with monitoring and regulating sources of emissions of GHGs that cause global warming in order to reduce emissions of GHGs. SB 32 was signed by the Governor in 2016, which would require the State Board to ensure that statewide greenhouse gas emissions are reduced to 40 percent below the 1990 level by 2030.

Although construction of the proposed project would result in temporary emissions of GHGs, the project as a whole is not expected to generate greenhouse gas emissions, either directly or indirectly that may have a significant impact on the environment. The project GHG emissions are primarily from mobile source activities.

The SJVAPCD Small Project Analysis Level (SPAL) process established review parameters to determine whether a project qualifies as a “small project.” A project that is found to be “less than” the established parameters, according to the SPAL review parameters, has “no possibility of exceeding criteria pollutant emissions thresholds.”

As shown in Table 3.4.3-2, the proposed project would not exceed the established SPAL limits for an industrial park project. The project site plan is approximately 35 acres in area, is zoned ML (Light Industrial), and includes installation of steal hoop houses, an office, a cargo container and stock tanks, which is well below the maximum SPAL threshold of 370,000 sq. ft. Based on the above information, this project qualifies for a limited GHG analysis applying the SPAL guidance to determine air quality impacts.

Impact #3.4.8a – Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

The SJVAPCD has adopted the Final Draft Staff Report, addressing Greenhouse Gas Emissions Impacts under the California Environmental Quality Act (November 5, 2009), that included a recommended methodology for determining significance for stationary source projects and traditional development projects (such as residential, commercial, or industrial projects).

The proposed project would emit greenhouse gases such as carbon dioxide (CO₂), methane, and nitrous oxide from the exhaust of equipment and the exhaust of vehicles for residents, customers, and delivery trips. The increased rate of greenhouse gas emissions would not be considered cumulatively significant per the California Global Warming Solutions Act of 2006. As stated in the SJVAPCD's GAMAQI, projects whose emissions have been reduced or mitigated, consistent with Assembly Bill 32 – California Global Warming Solutions Act of 2006, should be considered to have a less-than-significant impact on global climate change.

Although construction of the proposed Project would result in temporary emissions of GHGs, the project as a whole is not expected to generate greenhouse gas emissions, either directly or indirectly that may have a significant impact on the environment. The proposed project will not exceed the SPAL GHGs established by the SJVAPCD.

The City of Lemoore 2030 General Plan has analyzed greenhouse gas emissions for the City based on land use designations, including emissions for areas designated as Industrial and Neighborhood Commercial. Construction will be minimal and of short duration (three to four months) and there are no permanent structures being proposed. No diesel powered generators are proposed, and GHG emissions during both construction and operations are negligible. In addition, as the site is currently zoned for industrial uses, construction and operational greenhouse gas emissions as a result have already been analyzed in the General Plan EIR. Project GHG emissions will be reduced to less-than-significant levels.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*

Impact #3.4.8b – Would the project conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

See response to Impact #3.4.8a.

The proposed project falls within the jurisdiction of the SJVAPCD and the City of Lemoore 2030 General Plan. Both agencies consider baseline emissions inventory for Light Industrial uses for the City of Lemoore. However, the proposed project is not a typical industrial

development; it is more similar in nature to an agricultural use. There are no proposed large pieces of equipment or use of vehicles that generate GHG emissions. Once construction is complete, there will be minimal use of any equipment. Because the proposed project will be consistent with the applicable General Plan land use designations of ML it can be concluded that the proposed project would not conflict with the approved General Plan.

Because the proposed project is consistent with the General Plan, the project construction and operational GHG emissions as a result have already been analyzed in the General Plan EIR. With implementation of applicable General Plan policies, as well as mandatory compliance with all applicable SJVAPCD rules and regulations, the project GHG emissions will be reduced to less-than-significant levels. Therefore, the project will not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

MITIGATION MEASURES

No mitigation required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

3.4.9 - HAZARDS AND HAZARDOUS MATERIALS

Would the project:

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|-------------------------------------|
| 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Be located on a site that 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 two miles of a public airport or public use airport, would the project result in a safety hazard 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"/> |

Discussion

Impacts #3.4.9a, #3.4.9b, and #3.4.9c – Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; 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 or emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

A material is considered hazardous if it appears on a list of hazardous materials prepared by a federal, State, or local agency, or if it has characteristics defined as hazardous by such an agency. The California Code of Regulation (CCR) defines a hazardous material as a substance that, because of physical or chemical properties, quantity, concentration, or other characteristics, may either (1) cause an increase in mortality or an increase in serious, irreversible, or incapacitating, illness or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed (CCR, Title 22, Division 4.5, Chapter 10, Article 2, Section 66260.10). Hazardous materials have been and are commonly used in commercial, agricultural, and industrial applications and, to a limited extent, in residential areas. Hazardous wastes are defined in the same manner.

Hazardous wastes are hazardous materials that no longer have practical use, such as substances that have been discarded, discharged, spilled, contaminated, or are being stored prior to proper disposal. Hazardous materials and hazardous wastes are classified according to four properties: toxic (causes human health effects), ignitable (has the ability to burn), corrosive (causes severe burns or damage to materials), and reactive (causes explosions or generates toxic gases) (CCR, Title 22, Chapter 11, Article 3) (City of Lemoore, 2008).

The project site is zoned for Light Industrial uses, and the area surrounding the project site consists of vacant land to the north, vacant land to the east, agricultural uses to the south, and the Lemoore Raceway and a BMX track to the west. The PW Engvall Elementary School is the closest sensitive receptor and is located 1.5 miles northeast of the project site. The proposed project would not emit hazardous emissions or involve handling hazardous or acutely hazardous materials substances. The transport use and storage of hazardous materials would be required to comply with all applicable State and federal regulations, such as requirements that spills would be cleaned immediately, and all wastes and spills control materials would be properly disposed of at approved disposal facilities. Sanitary waste would be managed using portable toilets during farming activities.

The project requires a Project Development Agreement and will require review comments by various City departments including, planning, public works, police, and fire. Project conditions of approval will ensure compliance with all applicable City policies and regulations. Therefore, impacts will be less than significant with mitigation.

MITIGATION MEASURE(S)

Implementation of MM HYD-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.9d – Would the project be located on a site that 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?

An online search was conducted of Cortese List to identify locations on or near the project site. The search indicated that there are no hazardous or toxic sites in the vicinity (within one mile) of the project site (Cal EPA, 2019). Currently, there are no hazardous wastes landfill sites within Lemoore (City of Lemoore, 2008).

According to EnviroStor, there are no hazardous waste and substances sites in the vicinity of the project site. The closest site is the Self Help Enterprises Tract No. 656 (ID No. 16150001), which is a “voluntary cleanup” site and is approximately two miles northeast of the project site (CA Dept of Toxic Substances, 2020). The proposed project site is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and would therefore not create a significant hazard to the public or the environment.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.9e – For a project located within an airport land use plan or, where such a plan has not been adopted, within two 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?

There are no public airports within two miles of the project site. The Naval Air Station Lemoore runways are located 7.5 miles to the west of the project site. The closest public airport is the Hanford Municipal Airport, located approximately 10.0 miles east of the project. The project is not within an airport land use compatibility plan area. There is no adopted airport land use plan that includes the City of Lemoore.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.9f – Would the project impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?

The 2015 Kings County Emergency Operations Plan (EOP) establishes emergency procedures and policies and identifies responsible parties for emergency response in the County, and includes the incorporated City of Lemoore (Kings County, 2015). The EOP includes policies that would prevent new development from interfering with emergency response of evacuation plans. The project will comply with all local regulations related to the construction of new development that is consistent with the EOP.

The General Plan also provides guidance to City staff in the event of extraordinary emergency situation associated with natural disaster and technological incidents (City of Lemoore, 2008). The project would also comply with the appropriate local and State requirements regarding emergency response plans and access. The proposed project would not inhibit the ability of local roadways to continue to accommodate emergency response and evacuation activities. The proposed project would not interfere with the City's adopted emergency response plan, therefore, there would be no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.9g – Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

The majority of the City is considered to have either little or no threat or a moderate threat of wildfire. Only one percent of the area within Lemoore city boundaries currently has a high threat of wildfire. Wildfire hazard present in the Planning Area should decrease as vacant parcels become developed (City of Lemoore, 2008).

The project site is in an unzoned area of the Kings County Fire Hazard Severity Zone Map Local Responsibility Area (LRA) (Cal Fire, 2006). However, Cal Fire has determined that portions of the City of Lemoore are categorized as a Moderate Fire Hazard Severity Zone in LRA. The project site is not located within proximity of a wildland area.

Construction and operation activities at the project site are not expected to increase the risk of wildfires. The General Plan includes policies that would protect the project and the community from fire dangers. These include the enforcement of fire codes during building

construction and occupancy. In addition, developers are required to pay impact fees that offset the impact of residential development on public services such as fire protection.

The Lemoore City Fire Department located approximately three miles away, would provide fire protection services to the project. The project will comply with all applicable State and local building standards as required by local fire codes, as well as impact fees to support additional fire protection services. The project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. Therefore, there would be no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

3.4.10 - HYDROLOGY AND WATER QUALITY

Would the project:

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------------------|
| a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface water quality? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input 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: | | | | |
| i. Result in substantial erosion or siltation on or offsite? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. Substantially increase the rate of amount of surface runoff in a manner which would result flooding on or offsite? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input 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? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| iv. Impede or redirect flood flows? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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"/> |

Discussion**Impact #3.4.10a – Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?**

Project construction would cause ground disturbance that could result in soil erosion or siltation and subsequent water quality degradation offsite, which is a potentially significant impact. Construction-related activities would also involve the use of materials such as vehicle fuels, lubricating fluids, solvents, and other materials that could result in polluted runoff, which is also a potentially significant impact. Construction activities involving soil disturbance, excavation, cutting/filling, stockpiling and grading activities could result in increased erosion and sedimentation to surface waters. However, the potential consequences of any spill or release of these types of materials are generally minimal due to the localized, short-term nature of such releases. The volume of any spills would likely be relatively small because the volume in any single vehicle or container would generally be anticipated to be less than 50 gallons.

Accidental spills or disposal of potentially harmful materials used during construction could possibly wash into and pollute surface water runoff. Mitigation Measure MM HYD-1 requires the preparation and implementation of a SWPPP to comply with the Construction General Permit requirements.

Once operational, there will be minimal areas of impervious surface. The only impervious surfaces would be related to the hoop houses and cargo container structures. No paved parking is proposed. The remaining areas of the site will be open and will allow for stormwater to percolate to ground. Since the proposed project includes the cultivation of cannabis, there will be minimal uses or storage of any type of substances that would potentially contaminate groundwater or surface water quality.

With implementation of Mitigation Measure MM HYD-1, the project would not violate any water quality standards or degrade groundwater quality, and impacts would be less than significant.

MITIGATION MEASURE(S)

MM HYD-1: Prior to issuing of grading or building permits, the project applicant shall submit to the City: (1) the approved Stormwater Pollution Prevention Plan (SWPPP) and (2) the Notice of Intent (NOI) to comply with the General National Pollutant Discharge Elimination System (NPDES) from the Central Valley Regional Water Quality Control Board. The requirements of the SWPPP and NPDES shall be incorporated into design specifications and construction contracts. Recommended Best Management Practices for the construction phase may include the following:

- Stockpiling and disposing of demolition debris, concrete, and soil properly;
- Protecting existing storm drain inlets and stabilizing disturbed areas;
- Implementing erosion controls;

- Properly managing construction materials;
- Managing waste, aggressively controlling litter, and implementing sediment controls; and
- Evidence of the approved SWPPP shall be submitted to the Lead Agency.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.10b – Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The project site is located within the South Fork Kings Groundwater Sustainability Agency (GSA), Basin ID No. 5-022.12 “exclusive local agency” per Water Code §10723(c). In compliance with the Sustainable Groundwater Management Act (SGMA), a Groundwater Sustainability Plan (GSP) was submitted by the GSA to the Department of Water Resources (DWR), but it is not yet certified.

The project site plan is approximately 35 acres in area, is zoned ML (Light Industrial), and includes installation of steel hoop houses, a cargo container and stock tanks, which is well below the threshold requiring a Water Supply Assessment pursuant to State Bill 610. The City also adopted an Urban Water Management Plan (UWMP) in 2017 (City of Lemoore, 2017). This document is a planning tool that was created to help generally guide the actions of urban water suppliers in successfully preparing for potential water supply disruptions and issues. It provides a framework for long-term water planning and informs the public of a supplier’s plans for long-term resource planning that ensures adequate water supplies for existing and future demands.

The City currently utilizes local groundwater as its sole source of municipal water supply. The City’s municipal water system extracts its water supply from underground aquifers via six active groundwater wells within the city limits. The City maintains four ground-level storage reservoirs within the distribution system, with a total capacity of 4.4 million gallons (City of Lemoore, 2017). The groundwater basin underlying the City is the Tulare Lake Basin as defined in the Department of Water Resources Bulletin 118 for construction and operation would come from the City of Lemoore’s existing water system.

Based on available data on water usage by land use type, light industrial warehousing and distribution uses are estimated to have an annual water usage 0.07 acre-feet per year per one thousand sq. ft. (City of Santa Barbara, 2009).

Per the City’s 2015 UWMP, the City’s existing system has a total supply capacity of 21,674,000 gallons per day with an average day demand of 8,769,000 gallons (City of Lemoore, 2017). As the project site is currently zoned for Light Industrial development, the General Plan has adequately analyzed the water needed to meet the increased water

demand. The proposed project will not substantially deplete aquifer supplies or interfere substantially with groundwater recharge or significantly alter local groundwater supplies.

Based on the calculated amount of water used, the proposed project is not expected to result in a substantial decrease of groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin. Therefore, the project will have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.10c(i) – 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, in a manner that would result in substantial erosion or siltation onsite or offsite?

The rate and amount of surface runoff is determined by multiple factors, including the following: topography, the amount and intensity of precipitation, the amount of evaporation that occurs in the watershed and the amount of precipitation and water that infiltrates to the groundwater. The proposed project would alter the existing drainage pattern of the site, which would have the potential to result in erosion, siltation, or flooding on or offsite. However, there are no streams or rivers located on the project site. The disturbance of soils onsite during construction could cause erosion, resulting in temporary construction impacts.

As discussed in Impact #3.4.10a above, potential impacts on water quality arising from erosion and sedimentation are expected to be localized and temporary during construction. Construction-related erosion and sedimentation impacts as a result of soil disturbance would be less than significant after implementation of an SWPPP (see Mitigation Measure MM HYD-1) and BMPs required by the NPDES. No drainages or other water bodies are present on the project site, and therefore, the proposed project would not change the course of any such drainages.

Once operational, there will be minimal areas of impervious surface that would create water runoff. The project will be developed in a way that stormwater will be able to percolate to ground and not cause soil erosion or siltation.

The project would also connect to existing City stormwater sewer infrastructure. The project will comply with all applicable local building codes and regulations in order to minimize impacts during construction and post-construction of the project. With implementation of MM HYD-1, impacts that would result in substantial erosion or siltation on or offsite is less than significant.

MITIGATION MEASURE(S)

Implementation of MM HYD-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.10c(ii) – 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 substantially increase the rate or amount of surface runoff in a manner that would result in flooding onsite or offsite?

See also Impact #3.4.10c(i), above. The project site is flat, and grading would be minimal. The topography of the site would not change because of grading activities, and it does not contain any water features, streams or rivers. The project would develop significant areas of impervious surfaces that could significantly reduce the rate of percolation at the site or concentrate and accelerate surface runoff in comparison to the baseline condition.

The BMPs associated with the SWPPP would prevent flooding onsite or offsite. Therefore, the project would not substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on or offsite. With implementation of Mitigation Measure MM HYD-1, impacts would be less than significant.

MITIGATION MEASURE(S)

Implementation of MM HYD-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.10c(iii) – 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 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?

Please see Impact #3.4.10c(i)-c(ii), above. The construction BMPs associated with the SWPPP would prevent sources of polluted runoff. Therefore, the project would not otherwise alter existing drainage patterns that cause runoff water to exceed the capacity of existing stormwater drainage systems or create polluted runoff. With implementation of Mitigation Measure MM HYD-1, impacts would be less than significant.

MITIGATION MEASURE(S)

Implementation of MM HYD-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.10c(iv) – 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 impede or redirect flood flows?

As noted previously, the site does not include a stream or river. The site is not within a FEMA flood zone and the potential for flooding is minimal.

As discussed above in Impact #3.4.10a through c(iii), construction activities could potentially degrade water quality through the occurrence of erosion or siltation at the project site. Once operational, there will be minimal areas of impervious surface that would create water runoff. The project will be developed in a way that stormwater will be able to percolate to ground and not impede or redirect flood flows.

Construction of the project would include soil-disturbing activities that could result in erosion and siltation, as well as the use of harmful and potentially hazardous materials required to operate vehicles and equipment. The project would be required to comply with the NPDES Construction General Permit. A SWPPP would be prepared to specify BMPs to prevent construction pollutants as required by MM HYD-1. The proposed project would not otherwise substantially degrade water quality. Therefore, the project will have a less-than-significant impact.

MITIGATION MEASURE(S)

Implementation of MM HYD-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.10d – Would the project, in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

The project site is not located near the ocean or a steep topographic feature (i.e., mountain, hill, bluff, etc.). Additionally, there is no body of water within the vicinity of the project site. The proposed project's inland location makes the risk of a tsunami or mudflow highly unlikely. The probability of a seiche occurring in the City of Lemoore is considered negligible. Furthermore, given the geologic context at the proposed project site and the absence of

pollutants, if such an event were to occur, the likelihood of it exposing project structures or people to a significant risk is considered low.

As shown in Figure 3.4.10-1, the project is not located within a FEMA 100-year floodplain. According to FEMA, the site is in an area of minimal flood hazard and has a less than 0.2 percent chance of an annual flooding. Impacts would be considered less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.10e – Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

See response to Impact #3.4.10b, above. Based on this estimate, the project is anticipated to use approximately 4.98 acre-feet (AF) of water annually.

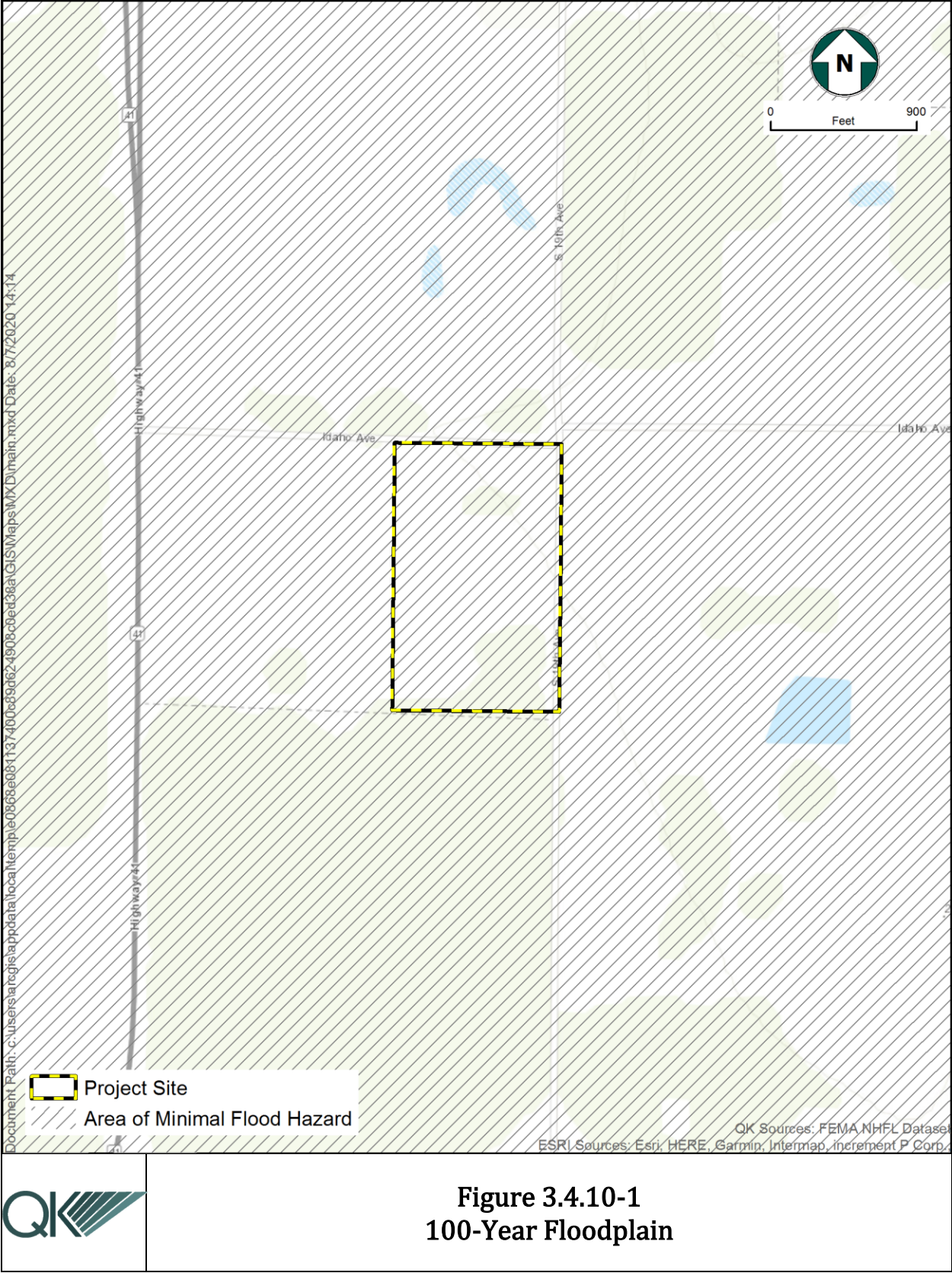
Per the City's 2015 UWMP, the City's existing system has a total supply capacity of 21,674,000 gallons per day with an average day demand of 8,769,000 gallons (City of Lemoore, 2017). As the project site is currently zoned for Light Industrial development, the General Plan has adequately analyzed the water needed to meet the increased water demand. The proposed project will not substantially deplete aquifer supplies or interfere substantially with groundwater recharge or significantly alter local groundwater supplies. Therefore, the project will have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.



| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.11 - LAND USE AND PLANNING

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 checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion

Impact #3.4.11a – Would the project physically divide an established community?

The project proposes to cultivate cannabis within hoop houses and would include the installation of associated infrastructure. The area surrounding the project site consists of undeveloped land on the north and east, agricultural uses on the south, and the Lemoore Raceway and BMX track to the west. Planned land uses and existing nonresidential development surrounding the site are depicted on Figure 2-3. Therefore, the project will not physically divide an established community.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.11b – 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 project proposes to conduct indoor cannabis cultivation within steal hoops houses, and it requires approval of a Project Development Agreement by the Lemoore City Council.

The project site has a City of Lemoore General Plan land use designation of Light Industrial and is within the ML (Light Industrial) zone district, which allows for the indoor cultivation of cannabis (Lemoore Municipal Code 4-8-4. A.1). Neither a General Plan Amendment or a Zone Change are required for the project, as it complies with the existing land use and zoning.

The discretionary approvals required for the project will include reviews and comments from responsible agencies, and from several City departments to ensure compliance with all applicable, plans, policies, regulations, standards, and conditions of approval.

Therefore, the project will not conflict with any land use plan, policy, or regulation.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.12 - MINERAL RESOURCES

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"/> |

Discussion

Impact #3.4.12a – 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 City of Lemoore and the surrounding area have no mapped mineral resources, and no regulated mine facilities (City of Lemoore, 2008). Additionally, per the California Department of Conservation - Geologic Energy Management Division (CalGEM, formerly the Division of Oil, Gas, and Geothermal Resources (DOGGR)), there are no active, inactive, or capped oil wells located within the project site, and it is not within a CalGEM-recognized oilfield (see Figure 3.4.12-1). Therefore, there would be no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.12b – 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?

The project site is not designated for mineral and petroleum resources activities by the City of Lemoore General Plan. The project site and surrounding lands are zoned for Light Industrial uses. No mining occurs in the project area or in the nearby vicinity. There are no mineral extraction activities that will be conducted in the future as a result of the project. The project would not result in the loss of availability of a locally important mineral resource

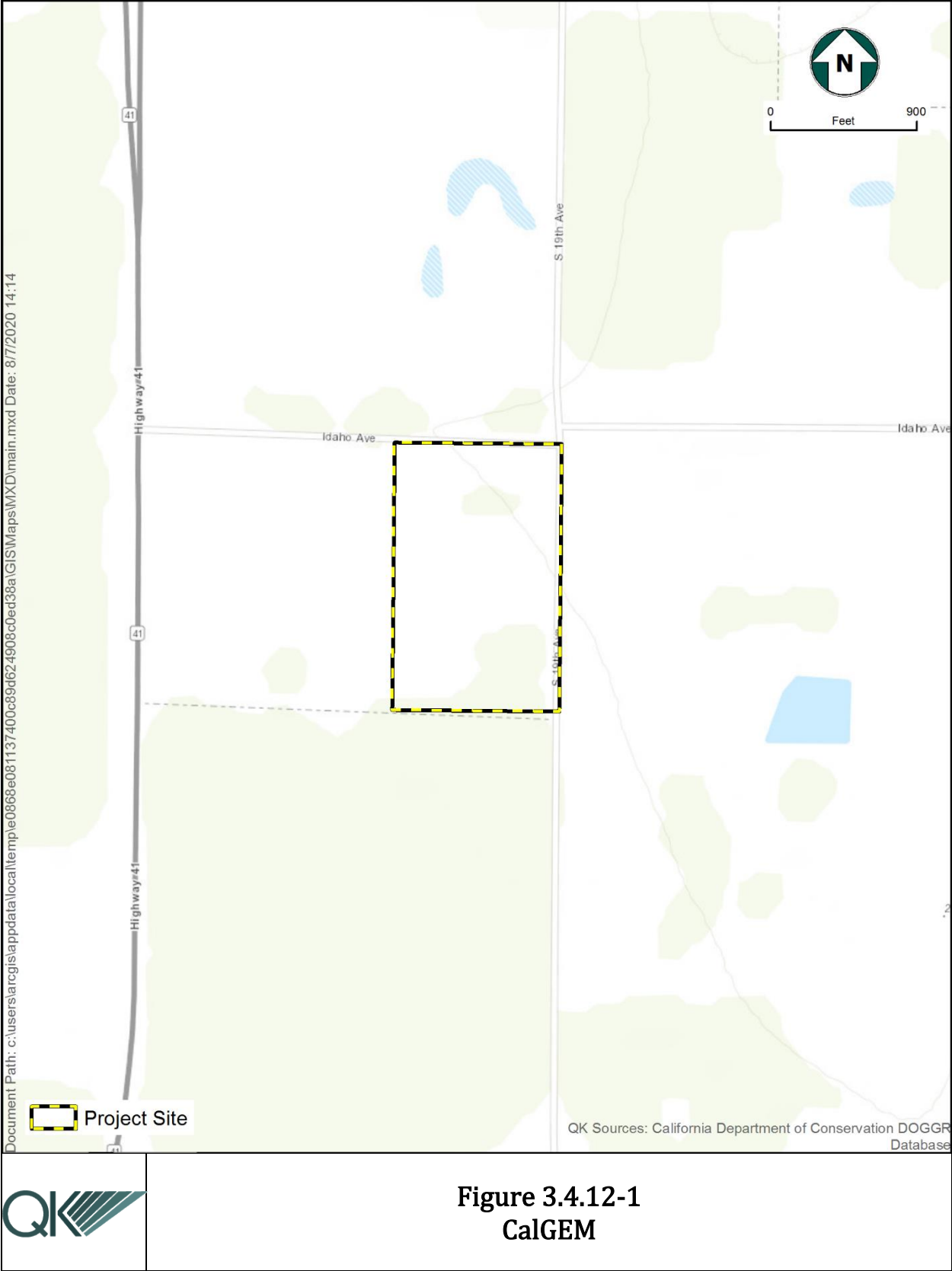
recovery site delineated on a local general plan, specific plan, or other land use plan and would therefore have no impact.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.



| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|---|--------------------------------------|--|-------------------------------------|--------------------------|
| 3.4.13 - NOISE | | | | |
| Would the project result in: | | | | |
| a. Exposure of persons to, or generate, noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Exposure of persons to or generate 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, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion

Impact #3.4.13a – Would the project result in exposure of persons to, or generate, noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?

There are two industrial zones in Lemoore with the potential to cause noise hazards. The first is located south of Iona Avenue along both sides of 19th Avenue, and the second is located north of the San Joaquin Railroad tracks and west of SR 41. Activities carried out in both areas are primarily related to food processing and light manufacturing. At full buildout of the General Plan, more industries are expected to locate in both areas, adding to the number of noise sources. To the west of the project is the Lemoore Raceway, which would generate noise levels when racing event occur.

To minimize noise impacts to surrounding residents, industrial uses are usually separated from residential areas by a road or other physical element. The amount of noise present will depend on the type of industrial activity carried out and is not expected to be as severe as noise from vehicular traffic or airplanes (City of Lemoore, 2008).

The City of Lemoore Municipal Code, Chapter 6–Noise, provides the following:

- Sec 5.6.1.B - This chapter shall be applicable to all uses and activities conducted within the City except for industrial uses and activities conducted in industrial zones.

The closest residential neighborhood is located .75 miles northeast of the project site. As stated in the General Plan – “The amount of noise present will depend on the type of industrial activity carried out and is not expected to be as severe as noise from vehicular traffic or airplanes.”

Construction-related noise levels and activities will be temporary and intermittent. Minimal equipment is expected to be used during construction of the project. Additionally, traffic and the various other noises generally associated with construction activities will be temporary and only take place during daylight hours. In addition, the construction-related noise will be intermittent and cease once the proposed project is completed.

Project construction would generate temporary increases in noise levels. Title 5, Chapter 6 of the City’s Municipal Code establishes regulations and enforcement procedures for noise generated in the City. The regulations do not apply to the operation on days other than Sunday of construction equipment or of a construction vehicle, or the performance on days other than Sunday of construction work, between the hours of 7:00 a.m. and 8:00 p.m., provided that all required permits for the operation of such construction equipment or construction vehicle or the performance of such construction work have been obtained from the appropriate City department (Lemoore Municipal Code 5-6-1-C.4).

Therefore, the project would not result in the exposure of persons to or generate noise levels more than existing levels and would not exceed standards established in a local general plan or noise ordinance or applicable standards of other agencies. Impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.13b – Would the project result in exposure of persons to or generate excessive groundborne vibration or groundborne noise levels?

The proposed project is expected to create temporary groundborne vibration as a result of the construction activities (during site preparation). According to the U.S. Department of Transportation, Federal Railroad Administration, vibration is sound radiated through the ground. The rumbling sound caused by the vibration is called groundborne noise. The ground motion caused by vibration is measured as particle velocity in inches per second and is referenced as vibration decibels (VdB). The background vibration velocity level in residential areas is usually around 50 VdB. A list of typical vibration-generating equipment is shown in Table 3.4.13-1.

**Table 3.4.13-1
Different Levels of Groundborne Vibration**

| Vibration Velocity Level | Equipment Type |
|--------------------------|------------------|
| 94 VdB | Vibratory roller |
| 87 VdB | Large bulldozer |
| 87 VdB | Caisson drilling |
| 86 VdB | Loaded trucks |
| 58 VdB | Small bulldozer |

Source: (Federal Transit Administration , 2006)

Note: 25 feet from the corresponding equipment

The vibration velocity level threshold of perception for humans is approximately 65 VdB. A vibration velocity level of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels for many people.

Typical outdoor sources of perceptible groundborne vibration are construction equipment and traffic on rough roads. For example, if a roadway is smooth, the groundborne vibration from traffic is rarely perceptible.

Typically, groundborne vibration generated by construction activity attenuates rapidly with distance from the source of the vibration. Therefore, vibration issues are generally confined to distances of less than 500 feet (U.S. Department of Transportation, 2005). There are no schools located within the surrounding area of the proposed project site. Potential sources of temporary vibration during construction of the proposed project would be minimal and would include transportation and use of equipment to the site.

Construction activity would include various site preparation and site cleanup work. Construction would not involve the use of equipment that would cause high groundborne vibration levels such as pile-driving or blasting.

Once constructed, the proposed project would not have any components that would generate high vibration levels. Thus, construction and operation of the proposed project would not result in any vibration and impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.13c – 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 two 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?

There are no public airports within two miles of the project site. The Naval Air Station Lemoore (NASL) runways are located 7.5 miles to the west of the project site. The closest public airport is the Hanford Municipal Airport, located approximately 10.0 miles east of the project. The project is not within an airport land use compatibility plan area. There is no adopted airport land use plan that includes the City of Lemoore.

The City Zoning Ordinance established an NASL overlay zone as provided in this article shall apply to those properties as designated on the zoning map, generally west of State Route 41 and south of the city limits, which fall in the military influence area (MIA) (Ord. 2013-05, 2-6-2014) (City of Lemoore, 2019). The project is within the Overlay III area, which experiences aircraft noise less than 65 decibels (<65 dB CNEL). Development located within Overlay III of the NASL overlay zone are required to be constructed so as to attain an indoor noise level of 45 decibels (45 dB CNEL). Therefore, there will be a less-than-significant impact.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less- than Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.14 - POPULATION AND HOUSING

Would the project:

- | | | | | | |
|----|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. | Induce substantial 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. | Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion

Impact #3.4.14a – Would the project induce substantial 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 project site is zoned ML (Light Industrial), and includes cannabis cultivation within hoops houses, an office, an accessory cargo container and stock tanks. The project does not include new dwelling units and would not induce population growth in the area. Any potential for population growth, due to the employment opportunities associated with the project, is not substantial relative to the total population of the City of Lemoore. According to the California Department of Finance estimate, the City's population was 26,257 in 2019. The City anticipates a 3.1 percent annual increase in population, with an estimated population of 34,719 in 2025 and 47,115 by 2035 (City of Lemoore, 2017).

Therefore, any population growth resulting from new employment opportunities will be minimal, which will result in less-than-significant impacts.

All onsite improvements will be completed in compliance with applicable General Plan and Municipal Code requirements. The Lemoore General Plan includes policies to limit development only to areas inside an urban boundary around the city. Any growth inducement could only occur on lands that are designated and have been evaluated for urban development. Therefore, the impact would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.14b – Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

The proposed project would not require demolition of any housing, as the project site is currently undeveloped land zoned for Light Industrial uses. Therefore, there would be no need to construct replacement housing elsewhere. There would be no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.15 - PUBLIC SERVICES

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 to other performance objectives for any of the public services:

| | | | | |
|-----------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| i. Fire protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| ii. Police protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iii. Schools? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iv. Parks? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| v. Other public facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion

Impact #3.4.15a(i) – 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 to other performance objectives for any of the public services – 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, 11 Emergency Medical Technicians, one paid part-time Secretary, and one paid full-time maintenance worker. The department covers an area of approximately nine square miles, with Mutual Aid Agreements with Kings County Fire, Hanford City Fire, and Naval Air Station Lemoore.

**Table 3.4.15-1
Fire Service Existing and Future Demand**

| | Existing (2006) | Demand Buildout (2030) |
|------------|------------------------|-------------------------------|
| Staffing | 35 volunteers | 72 volunteers |
| Facilities | 2 | 3 |

(City of Lemoore, 2008)

Construction and operation of the proposed project would not be expected to result in an increase in demand of fire protection services leading to the construction of new or physically altered facilities. Fire suppression support is provided by the City of Lemoore Volunteer Fire Department (LVFD), which has two fire stations and the closest station to the project site is located at 210 Fox Street, approximately three miles northeast of the project site.

The project site plan is approximately 35 acres in area and includes cannabis cultivation within hoop houses, an accessory cargo container and stock tanks. The project does not include new dwelling units and would not induce population growth in the area. Therefore, the project will not result in significant environmental impacts related to acceptable service ratios, response times, or to other performance objectives fire protection services.

The City of Lemoore will ensure that construction activities would be in accordance with local and State fire codes. Fire protection services are adequately planned for within the City's General Plan through policies to ensure the City maintains Fire Department performance and response standards by allocating the appropriate resources. The project applicant is responsible for constructing any infrastructure needed to serve the project and pay the appropriate impact fees, which would reduce impacts to fire protection to less-than-significant levels.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.15a(ii) – 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 to other performance objectives for any of the public services – police protection?

The Police Department has a staff of 31 sworn peace officers and seven civilian staff members. There are 30 vehicles assigned to the department.

The Police Department currently operates at a ratio of 1.33 officers per thousand residents, which is lower than the Western U.S. average of 1.5 officers per one thousand residents reported by the Federal Bureau of Investigation. Average response times in 2006 averaged between 2.1 to 6.1 minutes depending on the priority type. Response times and the ability of the Police Department to provide acceptable levels of service are contingent on increasing staffing levels, sworn and civilian, consistent with resident population increase and the population of visitors, merchants, schools, and shoppers with the department's service area.

Table 3.4.15-2
Police Service Existing and Future Demand

| | Existing (2006) | Demand Buildout (2030) |
|----------------|-----------------|------------------------|
| Sworn Officers | 31 | 64 |
| Population | 23,390 | 48,250 |

(City of Lemoore, 2008)

The City's police station is located at 657 Fox Street, approximately 3.3 miles northeast of the project site.

The project will not increase the local population or add additional streets into the police patrol network and will not result in significant environmental impacts related to acceptable service ratios, response times, or to other performance objectives police protection services. The project proposes to have onsite security monitoring equipment, and the site will be secured by an eight-foot chain link fence topped with three strands of barbed wire. In addition, there will be 24/7 security personnel onsite. These project design features will reduce the impacts to the City police department.

To ensure that there will be no impacts to public protection services, the project developer is required to pay appropriate impact fees related to police protection and is responsible for constructing any infrastructure needed to serve the project. Therefore, impacts on police protection services would therefore be considered less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.15a(iii) – 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 to other performance objectives for any of the public services – schools?

Buildout of the General Plan will result in the addition of 8,020 households (single-family and multi-family), with an additional population of approximately 24,860. Student generation factors by household type shown in Table 3.4.15-3 are used to calculate future enrollment. School size assumptions for households in the Planning Area are as follows:

- K-6: 750 students per school
- 6-8: 800 students per school
- 9-12: 1800 students per school

**Table 3.4.15-3
Student Generation Factors**

| Type | Household Type | |
|-------------------------|----------------|--------------|
| | Single Family | Multi-family |
| Elementary School (K-6) | 0.354 | 0.320 |
| Middle School (7-8) | 0.088 | 0.070 |
| High School (9-12) | 0.183 | 0.117 |
| Total | 0.625 | 0.507 |

Source: Lemoore Union Elementary School District and Lemoore Union High School District, 2006.

Government Code Section 65996 requires statutory developer fees as the exclusive means of considering and mitigating impacts on school facilities. The developer will pay appropriate impact fees at the time building permits are issued. Therefore, the impact would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.15a(iv) – 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 to other performance objectives for any of the public services – parks?

Future parkland in Lemoore will come primarily from two sources:

- Neighborhood and community parks provided as a result of dedication by developers in new development areas; and
- Other parkland provided through City acquisitions or contributions by public and private sources.

The number of parks and open spaces allocated under the General Plan, as shown is larger than is required under current City park standards and the Quimby Act. This is in response to the wish of Lemoore residents to have greater access to recreation facilities and a higher quality of life.

The parkland goal will be achieved through parkland dedications in new subdivisions, at a ratio of five acres per one thousand residents, and additional parkland at one acre per one thousand residents, to be acquired by the City through private and public funding sources and through impact fees. The system of parks and recreational facilities will be geographically distributed throughout the City. With full buildout of the General Plan, 96 percent of Lemoore residents will live within one-quarter mile of a neighborhood park or one-half mile of a community park (City of Lemoore, 2008).

See Impacts #3.4.14a-b. The project does not include new dwelling units and would not induce population growth in the area. The project will be reviewed and approved in compliance with the goals, policies, and implementation measures of the General Plan and Lemoore City Municipal Code Title 9, Chapter 7, Article N. Therefore, the project would have a less-than-significant impact to the City park system.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.15a(v) – 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 to other performance objectives for any of the public services – other public facilities?

Community facilities are the network of public and private institutions that support the civic and social needs of the population. They offer a variety of recreational, artistic, and educational programs and special events. New community facilities are not specifically sited on the General Plan Land Use Diagram. Small-scale facilities are appropriately sited as integral parts of neighborhoods and communities, while existing larger-scale facilities are generally depicted as public/semi-public land use, as appropriate (City of Lemoore , 2008).

The proposed project does not include any impacts to other public facilities such as libraries, hospitals or emergency medical facilities. The proposed project would comply with the goals, policies, and implementation measures of the General Plan.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------------------|
| 3.4.16 - RECREATION | | | | |
| Would the project: | | | | |
| a. 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion

Impact #3.4.16a – 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?

Currently, the Parks and Recreation Department of the City of Lemoore maintains approximately 88 acres of parkland, which excludes the City-owned municipal golf course. The City's ponding basins, including the one adjacent to West Hills College, provide an additional 38 acres of open space. The City's current park standard for public parkland is five acres of parkland per one thousand residents. With a population of 25,585 residents in 2015, the City currently provides approximately five acres of parkland per one thousand residents.

Currently, there is a joint use agreement between the Lemoore Union Elementary and High School Districts and the City to share facilities after school hours. School fields and facilities, however, are not included as part of park land calculations.

See Impact #3.4.14a-b. and #3.4.15a(iv)-(v). The project will be reviewed and approved in compliance with the goals, policies, and implementation measures of the General Plan and Lemoore City Municipal Code Title 9, Chapter 7, Article N. Therefore, the project would not increase the use of existing parks or the need to construct or expand existing recreational facilities.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.16b – Would the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

See Impact #3.4.15a(iv)-(v). The project does not require the construction of any new recreational facilities. Therefore, it would not generate an adverse physical effect on the environment.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.17 - TRANSPORTATION AND TRAFFIC

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 Section 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. | Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion

Impact #3.4.17a – Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Traffic during construction of the proposed facility would be minimal. It is anticipated that the construction of the hoop houses and installation of the container that will house the computer system will take approximately three to four months and approximately 25 people.

Once operational, the facility would be staffed with between 6-8 people daily, who will perform routine plant maintenance activities. Daily traffic during these times would be minimal, with staff arriving and leaving work between 6:00 a.m. and 6:00 p.m. During planting and harvesting, additional employees are needed; a crew of 20-30 employees would be onsite during the same time period. Harvest and planting would occur three times a year and last about a week each time. This activity would be consistent with other agricultural activities. Truck deliveries of various project-related materials would occur throughout the year. It is anticipated that truck deliveries would be monthly, roughly 10-12 times per year.

Transit

The project site and surrounding area is zoned for Light Industrial uses. The General Plan does not include transit stops in the project area. The closest bus stop is the KART FLEX stop No. 46 located on 19th Avenue in front of the Montgomery Crossing Apartments.

Bike

The project site and surrounding area is zoned for Light Industrial uses. The General Plan does not include bike lanes in the project area. The closest bike lane is located along Bodega Avenue, which is north of SR 198.

Roadways

The City of Lemoore General Plan states that most traffic studies are to use a LOS “D” as their standard for traffic impact analysis purposes. Caltrans endeavors are to maintain a target LOS at the transition between LOS “C” and LOS “D” on State highway facilities.

The Circulation Element of the General Plan contains design objectives for street standards are as follows:

- To provide guidance for a system of public streets that will meet the City’s needs;
- To ensure that streets will fulfill their intended functions, consistent with the General Plan, and support multiple modes of travel;
- To provide adequate traffic-carrying capacity, while minimizing width, to create strong neighborhood character; and
- To create a system of sidewalks and bikeways which promote safe walking and bicycle riding for transportation and recreation.

Vehicle Miles Traveled (VMT) Evaluation

The new CEQA Guidelines section 15064.3, subdivision (b) was adopted in December 2018 by the California Natural Resources Agency. These revisions to the CEQA Guidelines criteria for determining the significance of transportation impacts are primarily focused on projects within transit priority areas and shifts the focus driver delay to reduction of greenhouse gas emissions, creation of multimodal networks, and promotion of a mix of land uses. Vehicle miles traveled, or VMT, is a measure of the total number of miles driven to or from a development and is sometimes expressed as an average per trip or per person.

To date, the City has not yet formally adopted its transportation significance thresholds or its transportation impact analysis procedures. The proposed project would not generate or attract more than 100 trips per day; therefore, it is not expected for the project to have a potentially significant level of VMT. Therefore, impacts related to CEQA Guidelines section 15064.3, subdivision (b) would be less than significant.

The proposed cannabis cultivation within hoop houses is considered to be similar to the agricultural and industrial uses in the area. The project is not expected to increase volume of

traffic in the area and all parking would be onsite. The project is not open to the public, and it is anticipated that employees will come from the area.

All street designs are subject to review and approval by the City Council, Planning Department and Public Works Department. Therefore, the project will not conflict with a program, plan, ordinance or policy addressing the circulation system.

MITIGATION MEASURE(S)

Mitigation is not required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.17b – Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

Please see Impact #3.4.17a, above. Impacts will be less than significant.

MITIGATION MEASURE(S)

Mitigation is not required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.17c – 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 project will be designed to current standards and safety regulations, and will be constructed as to comply with the City and Caltrans regulations, and design and safety standards of Chapter 33 of the California Building Codes (CBC) and the guidelines of Title 24 in order to create safe and accessible roadways.

Vehicles exiting the site will be provided with a clear view of the roadway without obstructions. Specific design features will incorporate all applicable safety measures to ensure that inadequate emergency access to the site or other areas surrounding the project area would not occur.

Therefore, with the incorporated design features and all applicable rules and regulations, the project will have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.17d – Would the project result in inadequate emergency access?

See the discussion in Impact #3.4.9f.

State and City fire codes establish standards by which emergency access may be determined. The proposed project would have to provide adequate unobstructed space for fire trucks to turn around. The proposed project site would have adequate internal circulation capacity including entrance and exit routes to provide adequate unobstructed space for fire trucks and other emergency vehicles to gain access and to turn around.

The proposed project would not inhibit the ability of local roadways to continue to accommodate emergency response and evacuation activities. The proposed project would not interfere with the City's adopted emergency response plan.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------------------|
| 3.4.18 - TRIBAL CULTURAL RESOURCES | | | | |
| Would the project: | | | | |
| 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 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Discussion

Impact #3.4.18a(i) – 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 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)?

Please see Impacts #3.4.5a, #3.4.5b, and #3.4.5d, above.

A SLF search was requested to the Native American Heritage Commission (NAHC). A response was received from the NAHC on May 22, 2020, which indicated positive results. A copy of that correspondence is included as Appendix A. The Santa Rosa Rancheria Tachi Yokut Tribe will be consulted with prior to project approval and Mitigation Measures MM CUL-1 through CUL-4 will be implemented to reduce potential impacts to historical or archaeological resources. Therefore, the project will have a less-than-significant impact.

NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code Section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code Section 21082.3(c) contains provisions specific to confidentiality.

With implementation of Mitigation Measures MM CUL-1 through MM CUL-4, the project would not cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources.

MITIGATION MEASURE(S)

Implement MM CUL-1 through MM CUL-4.

LEVEL OF SIGNIFICANCE

Impact would be *less than significant with mitigation incorporated*.

Impact #3.15.17a(ii) - 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 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?

Please see Impacts #3.4.5a, #3.4.5b, and #3.4.5d, above.

With implementation of Mitigation Measures MM CUL-1 through MM CUL-4, the project would not cause a substantial adverse change in the significance of a tribal cultural resource that is 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.

MITIGATION MEASURE(S)

Implement MM CUL-1 through MM CUL-4.

LEVEL OF SIGNIFICANCE

Impact would be *less than significant with mitigation incorporated*.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|--------------|
|--|--------------------------------------|--|-------------------------------------|--------------|

3.4.19 - UTILITIES AND SERVICE SYSTEMS

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 that 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"/> |

Discussion:

Impact #3.4.19a – 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 project would be constructed on land that has already been designated for industrial development in the General Plan. The City has indicated that the infrastructure necessary to serve the project is available and sufficient. The project is located within the planned service area for the City services. However, the project does not propose to construct any permanent structures at this time.

Therefore, no additional sewer capacity would be required for the proposed project. Impacts are considered less than significant.

The City of Lemoore belongs to the San Joaquin Valley Power Authority, which was formed in November 2006, to develop and conduct electricity-related programs for the region. The San Joaquin Valley Power Authority is the governing body authorized by Community Choice, created by the California legislature in 2002, to provide an opportunity for local government (cities, counties or combinations of cities and counties) to purchase electricity on behalf of their residents and businesses. Community Choice is only for the purchase of electricity. The delivery, metering, billing, operation and maintenance of wires and poles remains the responsibility of PG&E within Lemoore (City of Lemoore, 2008).

There are existing transmission facilities adequate to meet present and projected demand in the community. The project will connect to the existing transmission lines for electrical power. Telecommunication requirements for the project are typical of this type of land use and would not require any expansion or construction of new telecommunication facilities.

The proposed project would not require or result in the construction or expansion of existing or new water, wastewater treatment, electrical or telecommunications facilities. Therefore, the project would have a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.19b – Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

As noted in Impact #3.4.10b, the Tulare Lake Subbasin total storage capacity is estimated to be 17,100,000 acre-feet to a depth of 300 feet, and 82,500,000 acre-feet to the base of fresh groundwater. According to the 2015 Urban Water Management Plan, the City's 2015 maximum day demand is approximately 12.8 mgd. It is anticipated that the City has sufficient water available to supply the project.

The project will connect to the existing water supply system. The usage of water would be consistent with the City's current demands. As noted previously, the project will comply with City Municipal Codes related to water conservation, such as xeriscape landscaping, drip irrigation, low flow toilets, water efficient appliances, etc. The proposed increase in water usage at the project site is not anticipated to require the construction of new water facilities or the expansion of existing facilities. Impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.19c – Would the project result in a determination by the wastewater treatment provider that 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?

Municipal Code Chapter 4, Section 8-4-1 notes that the development of land for urban uses substantially accelerates the concentration of surface and stormwaters. The City has established drainage fees to defray all or a part of the actual or the estimated cost of constructing planned drainage facilities for the removal of surface and stormwaters from drainage areas. However, the project does not propose any permanent structures, bathrooms or other facilities. The project will be reviewed by the Department of Public Works and any applicable drainage fees will be determined. The payment of the fees would help reduce impacts of the project related to wastewater treatment.

The generation of wastewater and water would be consistent with the City requirements. The proposed increase in water and wastewater usage at the project site is not anticipated to require the construction of new water or wastewater treatment facilities or the expansion of existing facilities. Impacts would be less than significant.

The site engineering and design plans for the proposed project would be required to implement BMPs, comply with requirements of the City Building and development standards.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.19d – 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?

Implementation of the proposed project would result in the generation of solid waste on the site, which would increase the demand for solid waste disposal. During construction these materials, which are not anticipated to contain hazardous materials, would be collected and transported away from the site to an appropriate disposal facility.

Solid waste disposal for Lemoore is managed by Kings Waste and Recycling Authority (KWRA). The City's Refuse Division is responsible for solid waste collection services. The majority of the City's solid waste is taken to the Kettleman Hills nonhazardous landfill facility, owned by Chemical Waste Management (CWMI). The facility is located south of Lemoore and has an available capacity of 15.6 million cubic yards as of 2020 (Cal Recycle , 2020). KWRA is currently studying the future needs of solid waste services including building a new landfill to be operated by CWMI near the existing site. The County has a 25-year contract with CWMI to handle its solid waste until 2023 (City of Lemoore, 2008).

Cannabis waste is considered a type of organic waste. There are three State licensing agencies that provide regulations for cannabis waste. These agencies include: Bureau of Cannabis Control, CalCannabis Cultivation Licensing, and Manufactured Cannabis Safety Branch. Based on these agency regulations, a cannabis cultivator is required to dispose of cannabis waste in one of the following methods:

1. On-premises composting of cannabis waste;
2. Collection and processing of cannabis waste by a local agency, a waste hauler franchised or contracted by a local agency, or a private waste hauler permitted by a local agency;
3. Self-haul cannabis waste to one or more of the following:
 - a. A manned, fully permitted solid waste landfill or transformation facility;
 - b. A manned, fully permitted composting facility or manned composting operation;
 - c. A manned, fully permitted in-vessel digestion facility or manned in-vessel digestion operation;
 - d. A manned, fully permitted transfer/processing facility or manned transfer/processing operation;
 - e. A manned, fully permitted chip and grind operation or facility; or
 - f. A recycling center as defined in Title 14, Section 17402.5(d) of the California Code of Regulations and that meets the following:
 - The cannabis waste received shall contain at least 90 percent inorganic material;
 - The inorganic portion of the cannabis waste is recycled into new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace; and
 - The organic portion of the cannabis waste shall be sent to a facility or operation identified in subsection (c)(1) through (5).
4. Reintroduction of cannabis waste back into agricultural operation through on premises organic waste recycling methods, including but not limited to tilling directly into agricultural land and no-till farming.

As a cannabis-related business, the project will comply with all applicable local, State and federal regulations regarding the appropriate disposal of cannabis-related waste products.

There is sufficient capacity at the local landfill to accommodate project-related waste. Therefore, project impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.19e – Would the project comply with federal, State, and local management and reduction statutes and regulations related to solid waste?

The 1989 California Integrated Waste Management Act (AB 939) requires Kings County to attain specific waste diversion goals. In addition, the California Solid Waste Reuse and Recycling Access Act of 1991, as amended, requires expanded or new development projects to incorporate storage areas for recycling bins into the proposed project design. Reuse and recycling of construction debris would reduce operating expenses and save valuable landfill space.

The project is subject to the solid disposal ordinance of the City of Lemoore as well as the rules of the contracted waste franchise. The project is also subject to Title 4–Chapter 1 of the Lemoore Municipal Code that regulates all solid waste activities from disposal, sorting, and recycling of materials. The Lemoore Public Works–Refuse Department would provide refuse, recycling and green waste collection services. Refuse service fees have been established and would be charged by the City when services are requested.

The proposed project would not be expected to significantly impact Lemoore or Kings County landfills. The proposed project would be required to comply with all federal, State, and local statutes and regulations related to solid waste. As stated in Impact #3.4.19d Cannabis waste is considered a type of organic waste. There are three State licensing agencies that provide regulations for cannabis waste. These agencies include: Bureau of Cannabis Control, CalCannabis Cultivation Licensing, and Manufactured Cannabis Safety Branch.

Therefore, implementation of the proposed project would result in a less-than-significant impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

3.4.20 - WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than-Significant Impact | No Impact |
|--|--------------------------------|--|-------------------------------------|--------------------------|
| 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 Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or | <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"/> |

Discussion:

Impact #3.4.20a – Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

The 2015 Kings County Emergency Operations Plan (EOP) establishes emergency procedures and policies and identifies responsible parties for emergency response in the County, and includes the incorporated City of Lemoore (Kings County, 2015). The EOP includes policies that would prevent new development from interfering with emergency response of evacuation plans. The project will comply with all local regulations related to the construction of new development that is consistent with the EOP.

The General Plan also provides guidance to City staff in the event of extraordinary emergency situation associated with natural disaster and technological incidents (City of Lemoore, 2008). The project would also comply with the appropriate local and State requirements regarding emergency response plans and access. The proposed project would not inhibit the

ability of local roadways to continue to accommodate emergency response and evacuation activities. The proposed project would not interfere with the City's adopted emergency response plan, therefore, there would be no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.20b – 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?

Wildfire hazard data for the Lemoore Planning Area is provided by the California Department of Forestry and Fire Protection, as summarized in Table 3.4.20-1. The majority of the City is considered to have either little or no threat or a moderate threat of wildfire. Only one percent of the Planning Area currently has a high threat of wildfire. Wildfire hazard present in the Planning Area should decrease as vacant parcels become developed.

**Table 3.4.20-1
Existing Wildfire Hazards**

| Fire Hazards | Acreage | Percent of City Area |
|---------------------|----------------|-----------------------------|
| Little or No Threat | 5,648 | 46 |
| Moderate | 6,494 | 53 |
| High | 85 | 1 |
| Very High | 0 | 0 |
| Total | 12,227 | 100 |

There are no other factors of the project or the surrounding area that would exacerbate wildfire risks, and thereby expose project occupants to pollutant concentration from a wildfire or the uncontrolled spread of a wildfire. Therefore, impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.20c – Would the project, require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines?)

See Impacts #3.4.20a and b, above.

The project may require the installation or maintenance of additional distribution lines to connect the structures to the existing utility grid. However, the project would be constructed in accordance with all local and State regulations regarding power lines and other related infrastructure, as well as fire suppression requirements.

Therefore, the project would not exacerbate fire risk or result in temporary or ongoing impacts to the environment and impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.20d – 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?

The project site is not located near the ocean or a steep topographic feature (i.e., mountain, hill, bluff, etc.). Additionally, there is no body of water within the vicinity of the project site. As shown in Figure 3.4.9-1, the project is not located within a FEMA 100-year floodplain. According to FEMA, the site is located in an area of minimal flood hazard and has a less than 0.2 percent chance of an annual flooding. As such, the project would not place housing within a 100-year flood hazard area as mapped on a federal flood hazard boundary or flood insurance rate map or other flood hazard delineation map.

Therefore, the project will not expose people or structures to risks of flooding, landslides, runoff, slope instability, or drainage changes.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporated | Less-than- Significant Impact | No Impact |
|---|--------------------------------------|--|-------------------------------------|--------------------------|
| 3.4.21 - MANDATORY FINDINGS OF SIGNIFICANCE | | | | |
| a. Does the project have the potential to 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 significant 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 that would cause substantial adverse effects on human beings, either directly or indirectly? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Discussion:

Impact #3.4.21a – Does the project have the potential to 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?

As evaluated in this IS/MND, the proposed project would not 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; reduce the number or restrict the range of an endangered, rare, or threatened species; or eliminate important examples of the major periods of California history or prehistory. Mitigation measures have been included to lessen the significance of

potential impacts. Similar mitigation measures would be expected of other projects in the surrounding area, most of which share a similar cultural paleontological and biological resources. Consequently, the incremental effects of the proposed project, after mitigation, would not contribute to an adverse cumulative impact on these resources. Therefore, the project would have a less-than-significant impact with mitigation incorporated.

MITIGATION MEASURE(S)

Implement MM BIO-1 through BIO-6, CUL-1 through CUL-4, GEO-1, HYD-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.21b - Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

As described in the impact analyses in Sections 3.4.1 through 3.4.20 of this IS/MND, any potentially significant impacts of the proposed project would be reduced to a less-than-significant level following incorporation of the mitigation measures. All planned projects in the vicinity of the proposed project would be subject to review in separate environmental documents and required to conform to the City of Lemoore General Plan, zoning, mitigate for project-specific impacts, and provide appropriate engineering to ensure the development meets all applicable federal, State and local regulations and codes. As currently designed, and with compliance of the recommended mitigation measures, the proposed project would not contribute to a cumulative impact. Thus, the cumulative impacts of past, present, and reasonably foreseeable future projects would be less than cumulatively considerable.

MITIGATION MEASURE(S)

Implement MM BIO-1 through BIO-6, CUL-1 through CUL-4, GEO-1, HYD-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.21c - Does the project have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?

All the project’s impacts, both direct and indirect, that are attributable to the project were identified and mitigated to a less-than-significant level. All planned projects in the vicinity of the proposed project would be subject to review in separate environmental documents and required to conform to State regulations, the City of Lemoore General Plan, Zoning Ordinance, and Municipal Codes to mitigate for project-specific impacts. The project will have the appropriate engineering to ensure the development meets all applicable federal,

State and local regulations and codes. Thus, the cumulative impacts of past, present, and reasonably foreseeable future projects would be less than cumulatively considerable. Therefore, the proposed project would not either directly or indirectly cause substantial adverse effects on human beings because all potentially adverse direct impacts of the proposed project are identified as having no impact, less-than-significant impact, or less-than-significant impact with mitigation incorporated.

MITIGATION MEASURE(S)

Implement MM BIO-1 through BIO-6, CUL-1 through CUL-4, GEO-1, HYD-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

SECTION 4 - REFERENCES

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APPENDIX A



NATIVE AMERICAN HERITAGE COMMISSION

May 22, 2020

Jaymie Brauer
Quad Knopf, Inc.CHAIRPERSON
Laura Miranda
LuiseñoVia Email to: Jaymie.Brauer@qkinc.com
Via U.S. Mail to: Santa Rosa Rancheria Tachi Yokut TribeVICE CHAIRPERSON
Reginald Pagaling
Chumash**Re: Native American Tribal Consultation, Pursuant to the Assembly Bill 52 (AB 52), Amendments to the California Environmental Quality Act (CEQA) (Chapter 532, Statutes of 2014), Public Resources Code Sections 5097.94 (m), 21073, 21074, 21080.3.1, 21080.3.2, 21082.3, 21083.09, 21084.2 and 21084.3, Lemoore Cannabis Cultivation Project, Kings County**SECRETARY
Merri Lopez-Keifer
Luiseño

Dear Ms. Brauer:

PARLIAMENTARIAN
Russell Attebery
Karuk

Pursuant to Public Resources Code section 21080.3.1 (c), attached is a consultation list of tribes that are traditionally and culturally affiliated with the geographic area of the above-listed project. Please note that the intent of the AB 52 amendments to CEQA is to avoid and/or mitigate impacts to tribal cultural resources, (Pub. Resources Code §21084.3 (a)) ("Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource.")

COMMISSIONER
Marshall McKay
Wintun

Public Resources Code sections 21080.3.1 and 21084.3(c) require CEQA lead agencies to consult with California Native American tribes that have requested notice from such agencies of proposed projects in the geographic area that are traditionally and culturally affiliated with the tribes on projects for which a Notice of Preparation or Notice of Negative Declaration or Mitigated Negative Declaration has been filed on or after July 1, 2015. Specifically, Public Resources Code section 21080.3.1 (d) provides:

COMMISSIONER
William Mungary
Paiute/White Mountain
Apache

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the lead agency shall provide formal notification to the designated contact of, or a tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, which shall be accomplished by means of at least one written notification that includes a brief description of the proposed project and its location, the lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation pursuant to this section.

COMMISSIONER
Julie Tumamait-Stenslie
ChumashCOMMISSIONER
[Vacant]COMMISSIONER
[Vacant]EXECUTIVE SECRETARY
Christina Snider
Pomo

The AB 52 amendments to CEQA law does not preclude initiating consultation with the tribes that are culturally and traditionally affiliated within your jurisdiction prior to receiving requests for notification of projects in the tribe's areas of traditional and cultural affiliation. The Native American Heritage Commission (NAHC) recommends, but does not require, early consultation as a best practice to ensure that lead agencies receive sufficient information about cultural resources in a project area to avoid damaging effects to tribal cultural resources.

NAHC HEADQUARTERS
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710
nahc@nahc.ca.gov
NAHC.ca.gov

The NAHC also recommends, but does not require that agencies should also include with their notification letters, information regarding any cultural resources assessment that has been completed on the area of potential effect (APE), such as:

1. The results of any record search that may have been conducted at an Information Center of the California Historical Resources Information System (CHRIS), including, but not limited to:

- A listing of any and all known cultural resources that have already been recorded on or adjacent to the APE, such as known archaeological sites;
- Copies of any and all cultural resource records and study reports that may have been provided by the Information Center as part of the records search response;
- Whether the records search indicates a low, moderate, or high probability that unrecorded cultural resources are located in the APE; and
- If a survey is recommended by the Information Center to determine whether previously unrecorded cultural resources are present.

2. The results of any archaeological inventory survey that was conducted, including:

- Any report that may contain site forms, site significance, and suggested mitigation measures.

All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure in accordance with Government Code section 6254.10.

3. The result of any Sacred Lands File (SLF) check conducted through the Native American Heritage Commission was positive. Please contact the **Santa Rosa Rancheria Tachi Yokut Tribe** on the attached list for more information.

4. Any ethnographic studies conducted for any area including all or part of the APE; and

5. Any geotechnical reports regarding all or part of the APE.

Lead agencies should be aware that records maintained by the NAHC and CHRIS are not exhaustive and a negative response to these searches does not preclude the existence of a tribal cultural resource. A tribe may be the only source of information regarding the existence of a tribal cultural resource.

This information will aid tribes in determining whether to request formal consultation. In the event that they do, having the information beforehand will help to facilitate the consultation process.

If you receive notification of change of addresses and phone numbers from tribes, please notify the NAHC. With your assistance, we can assure that our consultation list remains current.

If you have any questions, please contact me at my email address: Nancy.Gonzalez-Lopez@nahc.ca.gov.

Sincerely,



Nancy Gonzalez-Lopez

Cultural Resources Analyst

Attachment

**Native American Heritage Commission
Tribal Consultation List
August 11, 2020**

Kings River Choinumni Farm Tribe

Stan Alec

3515 East Fedora Avenue
Fresno, CA 93726

(559) 647-3227 Cell

Foothill Yokuts
Choinumni

Wuksache Indian Tribe/Eshom Valley Band

Kenneth Woodrow. Chairperson

1179 Rock Haven Ct.
Salinas, CA 93906

kwood8934@aol.com

(831) 443-9702

Foothill Yokuts
Mono
Wuksache

Santa Rosa Rancheria Tachi Yokut Tribe

Leo Sisco. Chairperson

P.O. Box 8

Lemoore, CA 93245

(559) 924-1278

Tache
Tachi
Yokut

Table Mountain Rancheria

Leanne Walker-Grant. Chairperson

P.O. Box 410

Friant, CA 93626

rpennell@tmr.org

(559) 822-2587

Yokuts

Table Mountain Rancheria

Bob Pennell. Cultural Resources Director

P.O. Box 410

Friant, CA 93626

rpennell@tmr.org

(559) 325-0351

(559) 217-9718 - cell

Yokuts

Tule River Indian Tribe

Neil Peyron. Chairperson

P.O. Box 589

Porterville, CA 93258

neil.peyron@tulerivertribe-nsn.gov

(559) 781-4271

Yokuts

This list is current only as of the date of this document and is based on the information available to the Commission on the date it was produced. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list applicable only for consultation with Native American tribes under Public Resources Code Sections 21080.3.1 for the proposed: Lemoore Cannabis Cultivation Project, Kings County.



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

Staff Report

Item No: 3-6

To: Lemoore City Council

From: Amanda Champion, Management Analyst

Date: October 13, 2020

Meeting Date: October 20, 2020

Subject: Budget Amendment – Amending the Lighting and Landscape District (LLMD) and Public Facilities Maintenance District (PFMD) Adopted Budgets to coincide with the approved Engineer’s Report

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:

Amend the current Fiscal Year (FY) 2020-2021 Adopted Budget to coincide with the Annual Engineers report for the Lighting and Landscape Maintenance District (LLMD) and the Public Facilities Maintenance District (PFMD).

Subject/Discussion:

On June 24, 2020, City Council adopted the FY 2020-2021 Budget, which included revenue and expenditure budgets for the Lighting and Landscape Maintenance Districts, and the Public Facilities Maintenance Districts based off of the 2019-2020 Engineers report.

On July 21, 2020 City Council accepted the Annual Engineers report for FY 2020-2021 for the LLMD and PFMD respectively. The Engineer’s report reevaluates the cost of benefits and the assessment amounts each year and provides a budget for each zone within the Districts. Staff is recommending Council approve a budget amendment that modifies our current budgets to coincide with the accepted Engineers Report for FY 2020-2021, which will also incorporate the “CIP” budgets into the operating budgets for the Zones.

Financial Consideration(s):

“In God We Trust”

The table below shows the adjusted available balance after amended revenues and expenditures, and the new projected ending fund balances for FY 2020-2021.

| Zone | Estimated Fund Balance 7/1/2020 | Amended Revenues | Amended Expenditures | Amended Projected End Fund Balance |
|---------|---------------------------------|------------------|----------------------|------------------------------------|
| LLMD 1 | (165,222) | 98,426 | 93,760 | (160,556) |
| LLMD 3 | 28,553 | 18,201 | 18,201 | 28,553 |
| LLMD 5 | (31,769) | 1,920 | 1,920 | (31,769) |
| LLMD 6 | (17,498) | 2,048 | 2,048 | (17,498) |
| LLMD 7 | (52,382) | 4,296 | 4,296 | (52,382) |
| LLMD 8A | 24,535 | 9,058 | 13,058 | 20,535 |
| LLMD 8B | 40,573 | 18,644 | 22,644 | 36,573 |
| LLMD 9 | 3,087 | 6,530 | 6,530 | 3,087 |
| LLMD 10 | (37,485) | 19,956 | 19,956 | (37,485) |
| LLMD 11 | (42,015) | 2,060 | 2,060 | (42,015) |
| LLMD 12 | 317,495 | 21,607 | 167,590 | 171,512 |
| LLMD 13 | (127,254) | 6,926 | 6,926 | (127,254) |
| PFMD 1 | 455,590 | 72,108 | 172,108 | 355,590 |
| PFMD 2 | 1,506,208 | 134,996 | 384,996 | 1,256,208 |
| PFMD 3 | 411,971 | 44,067 | 130,962 | 325,076 |
| PFMD 4 | 94,763 | 57,412 | 57,412 | 94,763 |
| PFMD 5 | 377,390 | 57,657 | 91,834 | 343,213 |
| PFMD 6 | 191,940 | 55,928 | 69,311 | 178,557 |
| PFMD 7 | 10,981 | 7,111 | 6,818 | 11,274 |
| PFMD 8 | 43,280 | 40,959 | 43,293 | 40,946 |
| PFMD 9 | 38,410 | 41,342 | 39,543 | 40,209 |
| PFMD 10 | 282 | 18,133 | 16,266 | 2,149 |

Alternatives or Pros/Cons:

Pros:

- Amended budget aligns with the FY 2020-2021 Engineers Report and accurately reflects projected revenues and expenses.

Cons:

- None Noted.

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends City Council approve the budget amendments to align with the 2020-2021 Engineers Reports for the LLMD and PFMD zones.

Attachments:

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

List: Amended Budget Worksheets

Review:

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

Date:

- 10/13/2020
- 10/14/2020
- 10/14/2020
- 10/14/2020
- 10/13/2020

SCHEDULE 1

RECEIPTS AND TRANSFERS SUMMARY

| | | | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Adopted | 2019-2020 Projected | 2020-2021 Proposed |
|-----------------------------|-----|-------|--|---------------------|---------------------|----------------------|------------------------|-----------------------|
| <u>PROPERTY TAXES</u> | | | | | | | | |
| 001 | 001 | 3010 | Secured Property Taxes | 787,319 | 848,419 | 797,000 | 897,574 | 810,000 |
| 001 | 001 | 3010A | Secured Property Taxes RDA | 1,595,606 | 1,756,623 | 1,650,000 | 1,754,908 | 1,700,000 |
| 001 | 001 | 3012 | Unsecured Property Taxes | 26,900 | 32,872 | 30,000 | 44,521 | 35,000 |
| 001 | 001 | 3014 | Prior Years Taxes | 10,873 | 10,594 | 14,400 | 11,160 | 1,400 |
| 001 | 001 | 3016 | Supplemental Taxes | 43,560 | 42,352 | 64,680 | 24,890 | 69,180 |
| | | | | <u>2,464,259</u> | <u>2,690,862</u> | <u>2,556,080</u> | <u>2,733,053</u> | <u>2,615,580</u> |
| <u>OTHER TAXES</u> | | | | | | | | |
| 001 | 001 | 3020 | Franchises | 597,203 | 708,621 | 600,000 | 611,562 | 600,000 |
| 001 | 001 | 3022 | Sales Tax | 1,842,411 | 2,395,423 | 2,000,000 | 1,784,689 | 1,800,000 |
| 001 | 001 | 3024 | Property Transfer Tax | 67,341 | 68,774 | - | 59,666 | - |
| 4221 | 001 | 3026 | Prop 172-Public Safety | 141,804 | 146,656 | 130,000 | 120,000 | 115,000 |
| | | | | <u>2,648,759</u> | <u>3,319,475</u> | <u>2,730,000</u> | <u>2,575,917</u> | <u>2,515,000</u> |
| <u>LICENSES/PERMITS</u> | | | | | | | | |
| 001 | 001 | 3029 | Business License | 90,689 | 86,442 | 85,000 | 86,651 | 85,000 |
| 001 | 001 | 3030 | Business License Background/Processing Fee | 39,540 | 37,905 | 38,000 | 39,392 | 38,000 |
| 4221 | 001 | 3031 | Taxi Cab Permits | 598 | 365 | 350 | 196 | 250 |
| 001 | 001 | 3032 | Garage Sale Permits | 1,745 | 1,054 | 1,000 | 500 | 500 |
| 4221 | 001 | 3033 | Massage Permits | 57 | 194 | 100 | 171 | 200 |
| 001 | 001 | 3034 | Transient Occupancy Tax | 244,765 | 256,005 | 240,000 | 200,000 | 204,000 |
| 001 | 001 | 3035 | Regulatory Permit Fee | - | - | - | 12,850 | 14,018 |
| 001 | 001 | 3036 | Other Taxes | - | 7 | - | 49 | - |
| 001 | 001 | 3037 | Cannabis Employee Permit Fee | - | - | - | 1,500 | 4,150 |
| 4224 | 001 | 3040 | Building Permits | 418,333 | 458,495 | 350,000 | 472,000 | 200,000 |
| 4224 | 001 | 3045 | Plumbing Permits | 63,851 | 63,167 | 50,000 | 54,000 | 30,000 |
| 4224 | 001 | 3050 | Electrical Permits | 35,763 | 44,114 | 30,000 | 40,000 | 20,000 |
| 4224 | 001 | 3055 | Mechanical Permits | 5,775 | 5,815 | 5,000 | 6,600 | 1,200 |
| 4224 | 001 | 3060 | Plan Check Fees | 106,151 | 77,339 | 75,000 | 81,000 | 40,000 |
| 4224 | 001 | 3065 | Engineering/Inspection Fee | 1,000 | 953 | 1,000 | 1,750 | 1,000 |
| 4216 | 001 | 3110 | Lot Line Adjustment | 6,800 | - | - | 3,400 | - |
| 4216 | 001 | 3120 | Tentative Subdivision | 7,800 | - | - | 7,800 | - |
| 4216 | 001 | 3135 | Conditional Use Permit | 4,400 | 3,000 | 1,000 | 1,000 | 1,000 |
| 4216 | 001 | 3150 | Variance Review | 3,000 | - | - | - | - |
| 4216 | 001 | 3155 | Approval Extension Revie | 500 | 500 | - | 500 | - |
| 4216 | 001 | 3160 | Environ. Assess. Category | 1,400 | 1,400 | 350 | 1,050 | 700 |
| 4216 | 001 | 3165 | Environ. Assess. Negative | 5,645 | - | - | 32,000 | - |
| 4230 | 001 | 3180 | Final Subdivision Map | - | - | - | - | - |
| 4230 | 001 | 3185 | Final Parcel Map | 11,280 | 13,690 | 12,000 | - | - |
| 4230 | 001 | 3190 | Subdivision Street Signs | - | 3,300 | - | - | - |
| 4216 | 001 | 3195 | Home Occupancy Permit | 2,880 | 4,060 | 1,500 | 4,000 | 2,500 |
| 4230 | 001 | 3200 | Public Improvement Plan C | 175,896 | 129,317 | 150,000 | 35,126 | 35,000 |
| 4230 | 001 | 3205 | Street Cut Review | 5,381 | 6,774 | 5,000 | 4,790 | 2,500 |
| 4224 | 001 | 3211 | Fire Sprinkler Plan Check | 7,476 | 125 | 500 | - | - |
| 4224 | 001 | 3220 | Special Building Inspection | 7,311 | 375 | 400 | 375 | 250 |
| 4224 | 001 | 3225 | Building Demolition Permit | 410 | 270 | 200 | 375 | 250 |
| 4224 | 001 | 3290 | Other Permits | 124 | 18 | 50 | 39 | 50 |
| 001 | 001 | 3291 | Animal License - 1 Year | 1,320 | 1,075 | 1,100 | 1,000 | 1,100 |
| 001 | 001 | 3292 | Animal License - 2 Year | 800 | 720 | 700 | 630 | 800 |
| 001 | 001 | 3293 | Animal License - 3 Year | 2,555 | 1,850 | 2,000 | 1,880 | 2,000 |
| 4216 | 001 | 3540 | Planning Fees | 56,338 | 27,600 | 30,000 | 47,680 | 30,000 |
| | | | | <u>1,309,581</u> | <u>1,225,926</u> | <u>1,080,250</u> | <u>1,138,304</u> | <u>714,468</u> |
| <u>CHARGES FOR SERVICES</u> | | | | | | | | |
| 001 | 001 | 3321 | Returned Check Fee | 465 | 147 | 250 | 100 | 100 |
| 4216 | 001 | 3580 | Annexation Fee | - | - | - | 11,400 | 11,250 |
| 4221 | 001 | 3610 | Reports/Copies | 4,813 | 3,919 | 4,000 | 3,200 | 3,200 |
| 001 | 001 | 3615 | Application Fee | - | - | - | - | 400 |
| 4230 | 001 | 3620 | Property Rental | 1,900 | 475 | - | 27,500 | 32,750 |
| 4242 | 001 | 3625 | Civic Auditorium Rental | 63,855 | 83,263 | 75,000 | 35,500 | 40,000 |
| 4242 | 001 | 3626 | Vets Hall Rental | 760 | - | - | - | - |
| 4216 | 001 | 3630 | General Plan Update Fee | 42,349 | 24,165 | 25,000 | 38,000 | 26,400 |
| 4224 | 001 | 3635 | Technology Fee | 17,904 | 11,478 | 10,000 | 13,300 | 13,200 |
| 4242 | 001 | 3681 | Recreation Fees | 294,018 | 345,719 | 320,000 | 176,893 | 98,000 |
| 4242 | 001 | 3685 | Park Reservation | 16,935 | 24,460 | 20,000 | 15,813 | 15,000 |
| 4242 | 001 | 3691 | Concession Fees/Contract | 16,031 | 17,984 | 16,000 | 11,490 | - |
| 4242 | 001 | 3695 | Public Swimming | 655 | 514 | - | - | - |
| 4242 | 001 | 3696 | Swimming Lessons | 6,715 | 1,258 | - | - | - |

| | | | | 466,402 | 513,380 | 470,250 | 333,196 | 240,300 |
|--------------------------------------|------|--------|--|------------------|------------------|------------------|------------------|------------------|
| <u>INTERGOVERNMENTAL REVENUE</u> | | | | | | | | |
| 001 | 001 | 3710 | Grant Proceeds | 94,188 | - | - | - | - |
| 4221 | 001 | 3755 | Motor Vehicle In Lieu | 2,105,483 | 2,121,128 | 2,120,000 | 2,225,862 | 2,300,000 |
| 4221 | 001 | 3760 | Off-Highway Motor Vehicle Fees | - | - | - | - | - |
| 001 | 001 | 3765 | Homeowners Exemption | 8,857 | 8,447 | 6,500 | 5,217 | 5,000 |
| 4231 | 001 | 3771 | Traffic Congestion | - | - | - | 29,519 | - |
| 4221 | 001 | 3777 | Booking Fee Reimbursement | 66 | - | - | 165 | - |
| 4221 | 001 | 3778 | Narcotics Task Force | - | - | - | - | - |
| 4221 | 001 | 3779 | Pad Homeland Security | - | - | - | - | - |
| 4221 | 001 | 3780 | DUI Cost Recovery | 7,205 | 5,824 | 6,000 | 4,088 | 3,000 |
| 4221 | 001 | 3782 | P.O.S.T. | 9,437 | 17,024 | 11,000 | 25,175 | 15,000 |
| 4221 | 001 | 3783 | Y.D.O. Elementary School | - | - | - | - | - |
| 4221 | 001 | 3784 | Y.D.O. High School | 55,997 | 92,980 | 60,000 | 60,000 | 60,000 |
| 4221 | 001 | 3786 | Crossing Guards | - | - | - | - | - |
| 001 | 001 | 3788 | Rebates/Incentives | 3,540 | - | - | - | - |
| 001 | 001 | 3788A | Incentives/Rebates | 207,195 | - | - | - | - |
| 4221 | 001 | 3792 | Y.D.O. Liberty School | 50,754 | 26,450 | 50,500 | 54,738 | 55,000 |
| 4221 | 001 | 3793 | Indian Gaming Grant To PD | - | 50,000 | - | - | - |
| 001 | 001 | 3795 | ERAF - Education Rev Augment Fund | - | - | - | - | - |
| 4221 | 001 | 3796 | Ab109 | - | - | - | - | - |
| 4221 | 001 | 3801 | Cops/SLESF | 224,409 | 133,006 | 106,000 | 160,770 | 115,000 |
| 4221 | 001 | 3804 | WHC Campus Police Office | 96,941 | 132,327 | 132,326 | 132,326 | 132,300 |
| 4221 | 001 | 3814 | COPS Hiring | - | - | 22,000 | - | - |
| | | | | <u>2,864,071</u> | <u>2,587,184</u> | <u>2,514,326</u> | <u>2,697,859</u> | <u>2,685,300</u> |
| <u>FINES AND PENALTIES</u> | | | | | | | | |
| 4222 | 001 | 3805 | Ambulance Fines | - | 17,008 | 7,500 | - | - |
| 4221 | 001 | 3815 | Abandoned Vehicle Abate | 11,580 | 3,477 | 4,000 | 4,940 | 5,000 |
| 4221 | 001 | 3820 | Other Court Fines | 22,654 | 4 | - | - | - |
| 4221 | 001 | 3811 | Animal Control | 459 | 125 | 150 | 230 | 100 |
| 001 | 001 | 3813 | Parkings Fines (NON PC 1463) | - | 6,787 | - | 4,000 | 3,500 |
| | | | | <u>34,693</u> | <u>3,606</u> | <u>11,650</u> | <u>9,170</u> | <u>8,600</u> |
| <u>INTEREST REVENUES</u> | | | | | | | | |
| 001 | 001 | 3850 | Interest | 196,578 | 164,689 | 150,000 | 85,000 | 90,000 |
| 001 | 001 | 3850GC | Interest from GC Loan | - | - | - | - | - |
| | | | | <u>196,578</u> | <u>164,689</u> | <u>150,000</u> | <u>85,000</u> | <u>90,000</u> |
| <u>MISC. REVENUES/REIMBURSEMENTS</u> | | | | | | | | |
| 4221 | 001 | 3809 | PRCS CCP Revenue | - | - | 111,000 | 80,000 | 80,000 |
| 001 | 001 | 3810 | Vehicle Code Fines - Gen. Fund | - | - | - | - | 5,000 |
| 4221 | 001 | 3859 | National Night Out | - | 40 | - | - | - |
| 001 | 001 | 3860 | Revenue Raising Fee | - | - | - | - | 200,000 |
| 001 | 001 | 3860A | Skate Park/Splash Pad Relocation | - | - | - | 200,000 | - |
| 4221 | 001 | 3861 | PD Dept. Misc. Rev | 11,388 | 45,039 | 5,000 | 4,500 | 4,500 |
| 4221 | 001 | 3862 | Police Dept. Fees | 2,349 | 2,692 | 2,500 | 1,700 | 1,500 |
| 001 | 001 | 3865 | Sale Of Property | 4,926 | 10 | - | - | - |
| 001 | 001 | 3868 | Asset Forfeiture | - | 28 | - | - | - |
| 001 | 001 | 3889 | Unrealized Gain/Loss | (57,440) | 115,137 | - | 17,000 | - |
| 001 | 001 | 3867GC | Golf Course Bond Loan | - | - | - | - | - |
| 001 | 001 | 3869 | Misc. Income | (7,611) | 14,352 | - | - | - |
| 001 | 001 | 3870 | Contributions | 250,000 | 60 | - | - | - |
| 4224 | 001 | 3872 | School Impact Fees | 13,673 | 15,844 | 13,500 | 15,283 | 15,000 |
| 4222 | 001 | 3874 | Weed Abatement | - | - | - | - | - |
| 4242 | 001 | 3875 | Gifts & Donations | 2,500 | 11,095 | - | - | - |
| 4224 | 001 | 3876 | Impact Fees - Admin | 3,199 | 3,434 | 3,000 | 3,600 | 3,000 |
| 001 | 001 | 3876A | CBSASRF SB1473 Admin | 219 | 207 | 150 | 181 | 150 |
| 001 | 001 | 3878 | Cash Over/Short | 1,649 | 232 | - | (900) | - |
| 001 | 001 | 3880 | Miscellaneous | 21,675 | 36,018 | 25,000 | 22,000 | 22,000 |
| 001 | 001 | 3880AR | Miscellaneous Revenue /Asset Replacement | - | - | - | - | - |
| 001 | 001 | 3881 | Sundry Revenue | - | - | - | - | - |
| 4230 | 001 | 3879 | Reimbursements | 26,789 | - | - | 28,825 | - |
| 4211 | 4211 | 3989 | Admin Reimbursement | 101,500 | 100,046 | 74,600 | 12,457 | 27,323 |
| 4212 | 4212 | 3989 | Admin Reimbursement | 17,600 | (255) | - | - | - |
| 4213 | 4213 | 3989 | Admin Reimbursement | 220,300 | 499,796 | 267,800 | 398,316 | 361,148 |
| 4214 | 4214 | 3989 | Admin Reimbursement | 19,200 | 74,270 | 2,400 | 16,224 | 58,217 |
| 4215 | 4215 | 3989 | Admin Reimbursement | 288,800 | 506,996 | 438,300 | 562,484 | 456,483 |
| 4216 | 4216 | 3989 | Admin Reimbursement | - | (58,025) | - | (40,066) | (45,156) |
| 4220 | 4220 | 3989 | Admin Reimbursement | 112,300 | 622,547 | 131,000 | 543,338 | 632,679 |
| 4221 | 4221 | 3989 | Admin Reimbursement | - | (264,564) | - | (366,292) | (346,617) |
| 4222 | 4222 | 3989 | Admin Reimbursement | - | (118,417) | - | (101,657) | (113,532) |
| 4224 | 4224 | 3989 | Admin Reimbursement | - | - | - | (35,818) | (39,041) |
| 4230 | 4230 | 3989 | Admin Reimbursement | 441,000 | 329,755 | 555,900 | 417,237 | 528,880 |
| 4231 | 4231 | 3989 | Admin Reimbursement | 266,600 | (26,925) | - | (42,050) | (38,872) |
| 4241 | 4241 | 3989 | Admin Reimbursement | - | (22,045) | - | (27,757) | (25,472) |

| | | | | | | | | |
|--|------|------|---|-------------------|-------------------|-------------------|-------------------|-------------------|
| 4242 | 4242 | 3989 | Admin Reimbursement | - | - | - | (395,157) | (443,407) |
| 4296 | 4296 | 3989 | Admin Reimbursement | 17,600 | 130,986 | 86,800 | 135,761 | 218,369 |
| 4297 | 4297 | 3989 | Admin Reimbursement | 119,800 | (28,411) | 107,100 | 191,972 | 144,993 |
| | | | | <u>1,878,017</u> | <u>2,119,761</u> | <u>1,824,050</u> | <u>1,659,189</u> | <u>1,707,145</u> |
| <u>OPERATING TRANSFERS IN</u> | | | | | | | | |
| 001 | 001 | 3900 | Operating Transfers In | - | 297,558 | - | - | - |
| 001 | 001 | 3901 | Transfer In - Gen Fund | - | - | - | - | - |
| 001 | 001 | 3920 | Transfer In - OTS 020 | - | - | - | - | - |
| 001 | 001 | 3928 | Transfer In - Gas Tax 03 | - | - | - | - | - |
| 001 | 001 | 3940 | Operating Transfer In-Fleet Maint | - | - | - | - | - |
| 001 | 001 | 3950 | Operating Transfer In-Water | - | - | - | - | - |
| 001 | 001 | 3956 | Operating Transfer In-Refuse | - | - | - | - | - |
| 001 | 001 | 3958 | Operating Transfer In-Streets Capital | - | - | - | - | - |
| 001 | 001 | 3960 | Operating Transfer In-Sewer | - | - | - | - | - |
| 001 | 001 | 3966 | Operating Transfer In-Law Enf. Capital | - | - | - | - | - |
| 001 | 001 | 3967 | Operating Transfer In-Fire Facilities | - | - | - | - | - |
| 001 | 001 | 3969 | Operating Transfer In-Storm Drain Capital | - | - | - | - | - |
| 001 | 001 | 3970 | Operating Transfer In-Water Capital | - | - | - | - | - |
| 001 | 001 | 3971 | Operating Transfer In-Sewer Capital | - | - | - | - | - |
| 001 | 001 | 3974 | Operating Transfer In.-Pks.Capital | - | - | - | - | - |
| 001 | 001 | 3976 | Operating Transfer In.-Refuse Cap. | - | - | - | - | - |
| 001 | 001 | 3978 | Operating Transfer In-LLMD | - | - | - | - | - |
| 001 | 001 | 3990 | Misc. Operating Transactions | - | - | - | - | - |
| | | | | <u>-</u> | <u>297,558</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| <u>NET GENERAL FUND RECEIPTS</u> | | | | <u>11,862,359</u> | <u>12,934,339</u> | <u>11,336,606</u> | <u>11,231,688</u> | <u>10,576,393</u> |
| <u>020 TRAFFIC SAFETY</u> | | | | | | | | |
| 020 | 020 | 3810 | Vehicle Code Fines | - | 28,212 | 10,000 | 22,662 | 10,000 |
| 020 | 020 | 3812 | Parking Fines | 2,243 | 7,600 | 2,500 | 1,107 | 2,500 |
| 020 | 020 | 3850 | Interest | 2,387 | 4,050 | 2,000 | 2,126 | 2,000 |
| | | | | <u>4,631</u> | <u>39,863</u> | <u>14,500</u> | <u>-</u> | <u>14,500</u> |
| <u>027 TE/STP (RTPA) EXCHANGE FUND</u> | | | | | | | | |
| 027 | 027 | 3727 | RTPA Exchange Funds | 170,047 | 177,910 | 160,000 | 184,290 | 160,000 |
| 027 | 027 | 3850 | Interest | 4,324 | 8,053 | 4,000 | - | - |
| | | | | <u>174,371</u> | <u>185,963</u> | <u>164,000</u> | <u>184,290</u> | <u>160,000</u> |
| <u>028 CITY GRANTS - CAP PROJECTS</u> | | | | | | | | |
| 028 | 028 | 3710 | Grant Proceeds | 310,076 | - | 120,000 | - | - |
| 028 | 028 | 3715 | Grant Match | - | - | - | - | - |
| 4221 | 028 | 3801 | Cops/SLESF | - | - | - | - | - |
| 028 | 028 | 3850 | Interest | 1,321 | 7,539 | - | - | - |
| | | | | <u>311,396</u> | <u>7,539</u> | <u>120,000</u> | <u>-</u> | <u>-</u> |
| <u>029 GAS TAX SECTION 2105</u> | | | | | | | | |
| 029 | 029 | 3710 | Grant Proceeds | - | - | - | - | - |
| 029 | 029 | 3850 | Interest | 461 | 866 | - | - | - |
| | | | | <u>461</u> | <u>866</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| <u>030 OTHER GRANTS</u> | | | | | | | | |
| 030 | 030 | 3710 | Grant Proceeds | - | - | - | - | - |
| 030 | 030 | 3850 | Interest | (37) | (610) | - | - | - |
| 030 | 030 | 3880 | Miscellaneous | - | - | - | - | - |
| | | | | <u>(37)</u> | <u>(610)</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| <u>033 LOCAL TRANSPORTATION FUND</u> | | | | | | | | |
| 033 | 033 | 3770 | Local Transportation Fund | 572,008 | 589,960 | 421,159 | 421,159 | 421,256 |
| 033 | 033 | 3850 | Interest | 13,981 | 27,251 | - | - | - |
| 033 | 033 | 3880 | Miscellaneous | - | - | - | - | - |
| | | | | <u>585,989</u> | <u>617,211</u> | <u>421,159</u> | <u>421,159</u> | <u>421,256</u> |
| <u>034 GAS TAX</u> | | | | | | | | |
| 034 | 034 | 3590 | Gas Tax Loan Repayment, Section 2103 | 29,977 | 29,199 | 29,199 | 29,519 | - |
| 034 | 034 | 3595 | Gas Tax Road Rehab | 154,511 | 474,813 | 428,555 | 437,332 | 451,270 |
| 034 | 034 | 3730 | Gasoline Tax 2105 | 143,096 | 142,060 | 144,043 | 134,047 | 139,177 |
| 034 | 034 | 3740 | Gasoline Tax 2106 | 66,429 | 66,121 | 64,422 | 60,971 | 63,167 |
| 034 | 034 | 3745 | Gasoline Tax 2107 | 186,231 | 160,770 | 189,149 | 167,431 | 167,431 |
| 034 | 034 | 3750 | Gasoline Tax 2107.5 | 6,000 | 23,885 | 6,000 | 6,000 | 6,000 |
| 034 | 034 | 3774 | Gasoline Tax 2103 | 102,687 | 86,498 | 220,825 | 193,191 | 221,851 |
| 034 | 034 | 3590 | Gasoline Tax Loan Repayment | 29,977 | 29,199 | - | 29,519 | - |
| 034 | 034 | 3850 | Interest | 7,232 | 18,126 | 5,000 | - | - |
| 034 | 034 | 3880 | Miscellaneous | - | 32,894 | - | - | - |
| | | | | <u>541,651</u> | <u>559,554</u> | <u>629,439</u> | <u>591,159</u> | <u>1,048,896</u> |
| <u>035 CITY GRANTS - CDBG & HOME</u> | | | | | | | | |
| 035 | 035 | 3710 | Grant Proceeds | 1,329,867 | - | - | - | - |
| 035 | 035 | 3716 | Home Rehab Grant Reimbursement | 186,607 | 8,400 | - | - | - |
| 035 | 035 | 3717 | Program Income - Home Grant | - | - | - | - | - |
| 035 | 035 | 3718 | CDBG Grant Program Income | - | - | - | - | - |

| | | | | | | | | |
|------|------|-------|-----------------------------------|------------------|-------------------|------------------|------------------|------------------|
| 035 | 035 | 3850 | Interest | - | - | - | - | - |
| | | | | <u>1,516,474</u> | <u>8,400</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | | | <u>040 FLEET MAINTENANCE</u> | | | | - | |
| 4265 | 040 | 3450 | Rental City Owned Equip. | 827,645 | 818,994 | 1,056,482 | 1,056,483 | 1,303,181 |
| 4265 | 040 | 3869 | Misc. Income | - | 2,322 | - | - | - |
| 4265 | 040 | 3880 | Miscellaneous | - | - | - | - | - |
| | | | | <u>827,645</u> | <u>821,316</u> | <u>1,056,482</u> | <u>1,056,483</u> | <u>1,303,181</u> |
| | | | <u>041 RISK MANAGEMENT</u> | | | | - | |
| 041 | 041 | 3850 | Interest | - | - | 1,056,482 | - | - |
| 041 | 041 | 3900 | Operating Transfers | - | - | - | - | - |
| 041 | 041 | 3995 | Allocations | - | - | - | - | 1,237,535 |
| | | | | <u>-</u> | <u>-</u> | <u>1,056,482</u> | <u>-</u> | <u>1,237,535</u> |
| | | | <u>045 GOLF COURSE - CITY</u> | | | | - | |
| 4245 | 045 | 3620 | Property Rental | - | - | - | - | - |
| 4245 | 045 | 3691 | Concession Fees/Contract | 163,547 | 173,696 | 165,000 | 165,000 | 180,000 |
| 4245 | 045 | 3691C | Secured Property Taxes RDA | - | - | - | - | - |
| 4245 | 045 | 3850 | Interest | - | - | - | - | - |
| 4245 | 045 | 3864 | Pro Shop | 128,999 | 124,664 | 125,000 | 110,000 | 135,000 |
| 4245 | 045 | 3866 | Golf Course Receipts | 827,470 | 864,868 | 828,000 | 800,000 | 850,000 |
| 4245 | 045 | 3878 | Cash Over/Short | (80) | (11) | - | 45 | - |
| 4245 | 045 | 3880 | Miscellaneous | 107 | 562 | - | 213 | - |
| 4245 | 045 | 3881 | Sundry Revenue | - | - | - | - | - |
| | | | | <u>1,120,043</u> | <u>1,163,780</u> | <u>1,118,000</u> | <u>1,075,258</u> | <u>1,165,000</u> |
| | | | <u>049A REFUSE GRANT FUND</u> | | | | - | |
| 049A | 049A | 3710 | Grant Proceeds | - | - | - | - | - |
| 049A | 049A | 3850 | Interest | 491 | 667 | - | - | - |
| | | | | <u>491</u> | <u>667</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | | | <u>049B WASTEWATER GRANT FUND</u> | | | | - | |
| 049B | 049B | 3772 | Cal Trans Agreements | - | - | - | - | - |
| 049B | 049B | 3850 | Interest | 2,489 | 2,574 | - | - | - |
| | | | | <u>2,489</u> | <u>2,574</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | | | <u>050 WATER</u> | | | | - | |
| 050 | 050 | 3300 | Water Revenue | 5,253,054 | 7,300,111 | 8,875,000 | 8,411,271 | 8,875,000 |
| 050 | 050 | 3305 | Water Meter Fee | 39,540 | 45,000 | 40,000 | 42,500 | 30,000 |
| 050 | 050 | 3306 | Lock Fee | - | - | - | - | - |
| 050 | 050 | 3311 | Connection Fee | 32,670 | 30,961 | 30,000 | 30,495 | 30,000 |
| 050 | 050 | 3320 | Construction Meter Rental | 5,129 | 2,364 | 4,000 | 1,333 | 2,000 |
| 050 | 050 | 3321 | Returned Check Fee | 3,120 | 4,648 | 3,500 | 4,688 | 3,500 |
| 050 | 050 | 3550 | Delinquent - Turn On/Off | 27,695 | 24,500 | 20,000 | 13,920 | 10,000 |
| 050 | 050 | 3560 | Delinquent Penalty | 67,859 | 31,695 | 50,000 | - | - |
| 050 | 050 | 3570 | Door Hanger Fee | 125,755 | 105,214 | - | 82,825 | - |
| 050 | 050 | 3788A | Incentives/Rebates | 577,046 | - | - | - | - |
| 050 | 050 | 3850 | Interest | 11,550 | 35,374 | 20,000 | - | - |
| 050 | 050 | 3865 | Sale Of Property | - | (81,833) | - | - | - |
| 050 | 050 | 3880 | Miscellaneous | (424) | 2,445 | 2,000 | 17,981 | 2,000 |
| 050 | 050 | 3879 | Reimbursements | - | - | - | - | - |
| 050 | 050 | 3884 | Bad Debt Recovery | - | - | - | - | - |
| 050 | 050 | 3891 | Contributed Capital | - | - | - | - | - |
| 050 | 050 | 3900 | Operating Transfers In | - | 2,775,475 | - | - | - |
| 050 | 050 | 3989 | Admin Reimbursement | 263,500 | 286,208 | 357,400 | 445,292 | 479,903 |
| | | | | <u>6,406,493</u> | <u>10,562,162</u> | <u>9,401,900</u> | <u>9,050,305</u> | <u>9,432,403</u> |
| | | | <u>056 REFUSE</u> | | | | | |
| 056 | 056 | 3400 | Refuse Revenue | 2,915,503 | 2,953,310 | 2,940,000 | 2,995,044 | 3,848,000 |
| 056 | 056 | 3410 | Special Refuse Pick Up | 42,975 | 36,549 | 35,000 | 37,619 | 45,500 |
| 056 | 056 | 3420 | Recycling Program | - | 2,632 | 1,000 | 2,231 | 2,600 |
| 056 | 056 | 3430 | Green waste Recycling Program | 420 | 5,200 | 2,000 | 2,147 | 2,600 |
| 056 | 056 | 3560 | Delinquent Penalty | 60,419 | 15,697 | 15,000 | - | - |
| 056 | 056 | 3570 | Door Hanger Fee | - | - | - | - | - |
| 056 | 056 | 3710 | Grant Proceeds | 6,857 | 6,691 | 6,500 | - | - |
| 056 | 056 | 3720 | Grant Revenue - Capital | - | - | - | 120,000 | - |
| 056 | 056 | 3850 | Interest | 9,431 | 17,137 | 5,000 | (7,000) | - |
| 056 | 056 | 3865 | Sale Of Property | - | - | - | - | - |
| 056 | 056 | 3880 | Miscellaneous | 4,484 | 147 | - | - | - |
| 056 | 056 | 3884 | Bad Debt Recovery | - | - | - | 333 | - |
| | | | | <u>3,040,089</u> | <u>3,037,362</u> | <u>3,004,500</u> | <u>3,150,373</u> | <u>3,898,700</u> |
| | | | <u>060 WASTEWATER</u> | | | | | |
| 060 | 060 | 3500 | Sewer Use Charges | 3,322,372 | 3,332,930 | 3,325,000 | 3,379,016 | 3,350,000 |
| 060 | 060 | 3510 | Waste Water Sales | - | - | - | - | - |
| 060 | 060 | 3560 | Delinquent Penalty | 66,477 | 16,221 | 16,500 | - | - |
| 060 | 060 | 3570 | Door Hanger Fee | - | - | - | - | - |
| 060 | 060 | 3575 | Non System Waste Water Fee | 89,547 | 80,840 | - | - | - |
| 060 | 060 | 3710 | Grant Proceeds | - | - | - | - | - |

| | | | | | | | | |
|---|------|-------|----------------------------------|------------------|------------------|------------------|------------------|------------------|
| 060 | 060 | 3788A | Incentives/Rebates | - | - | - | - | - |
| 060 | 060 | 3850 | Interest | 56,851 | 91,433 | 56,000 | - | - |
| 060 | 060 | 3865 | Sale Of Property | 13,600 | (142,989) | - | - | - |
| 060 | 060 | 3880 | Miscellaneous | 1,539 | (2,337) | 500 | - | - |
| 060 | 060 | 3879B | Utility Pump Reimbursements | 537 | - | - | - | - |
| 060 | 060 | 3884 | Bad Debt Recovery | - | - | - | - | - |
| 060 | 060 | 3891 | Contributed Capital | - | - | - | - | - |
| | | | | <u>3,550,924</u> | <u>3,376,098</u> | <u>3,398,000</u> | <u>3,379,016</u> | <u>3,350,000</u> |
| <u>065 STREETS CAP - EAST</u> | | | | | | | | |
| 065 | 065 | 3605 | Capital/Impact Fees | 310,049 | 293,441 | 80,000 | 370,577 | 300,000 |
| 065 | 065 | 3710 | Grant Proceeds | - | - | - | - | - |
| 065 | 065 | 3850 | Interest | 12,172 | 22,080 | 12,000 | (5,795) | - |
| | | | | <u>322,221</u> | <u>315,521</u> | <u>92,000</u> | <u>364,782</u> | <u>300,000</u> |
| <u>065A STREETS CAP - WEST</u> | | | | | | | | |
| 065A | 065A | 3605 | Capital/Impact Fees | - | - | - | - | - |
| 065A | 065A | 3850 | Interest | 366 | 736 | 500 | - | - |
| | | | | <u>366</u> | <u>736</u> | <u>500</u> | <u>-</u> | <u>-</u> |
| <u>066 LAW ENFORCEMENT CAP</u> | | | | | | | | |
| 066 | 066 | 3605 | Capital/Impact Fees | 76,594 | 50,072 | 20,000 | 52,876 | 50,000 |
| 066 | 066 | 3850 | Interest | 2,808 | 5,160 | 2,000 | - | - |
| | | | | <u>79,403</u> | <u>55,232</u> | <u>22,000</u> | <u>52,876</u> | <u>50,000</u> |
| <u>067 FIRE PROTECTION - EAST</u> | | | | | | | | |
| 067 | 067 | 3605 | Capital/Impact Fees | 49,831 | 42,944 | 12,000 | 46,243 | 50,000 |
| 067 | 067 | 3850 | Interest | 1,224 | 2,432 | 1,000 | - | - |
| | | | | <u>51,055</u> | <u>45,376</u> | <u>13,000</u> | <u>46,243</u> | <u>50,000</u> |
| <u>067A FIRE PROTECTION - WEST</u> | | | | | | | | |
| 067A | 067A | 3605 | Capital/Impact Fees | - | - | - | - | - |
| 067A | 067A | 3850 | Interest | 29 | 57 | 45 | - | - |
| | | | | <u>29</u> | <u>57</u> | <u>45</u> | <u>-</u> | <u>-</u> |
| <u>068 GENERAL FACILITIES CAP</u> | | | | | | | | |
| 068 | 068 | 3605 | Capital/Impact Fees | 134,304 | 70,952 | 45,000 | 77,377 | 70,000 |
| 068 | 068 | 3850 | Interest | 2,879 | 4,892 | 2,100 | (1,375) | - |
| 068 | 068 | 3879 | Reimbursements | - | - | - | - | - |
| | | | | <u>137,182</u> | <u>75,844</u> | <u>47,100</u> | <u>76,003</u> | <u>70,000</u> |
| <u>069 STORM DRAIN CAP</u> | | | | | | | | |
| 069 | 069 | 3605 | Capital/Impact Fees | 161,603 | 72,888 | 40,000 | 117,983 | 85,000 |
| 069 | 069 | 3850 | Interest | 7,295 | 10,305 | 5,000 | (3,983) | - |
| 069 | 069 | 3879 | Reimbursements | - | - | - | - | - |
| | | | | <u>168,898</u> | <u>83,193</u> | <u>45,000</u> | <u>114,000</u> | <u>85,000</u> |
| <u>070 WATER SUPPLY CAP</u> | | | | | | | | |
| 070 | 070 | 3605 | Capital/Impact Fees | - | - | - | - | - |
| 070 | 070 | 3606 | Water Sup/Hold Facility Fee | 51,690 | - | - | - | - |
| 070 | 070 | 3607 | Water Distribution Fee | - | - | - | - | - |
| 070 | 070 | 3850 | Interest | 17,447 | 27,600 | 15,000 | (9,443) | - |
| 070 | 070 | 3879 | Reimbursements | - | - | - | - | - |
| | | | | <u>69,137</u> | <u>27,600</u> | <u>15,000</u> | <u>(9,443)</u> | <u>-</u> |
| <u>070A WATER DISTRIBUTION CAP</u> | | | | | | | | |
| 070A | 070A | 3605 | Capital/Impact Fees | - | - | - | - | - |
| 070A | 070A | 3607 | Water Distribution Fee | 8,770 | - | - | - | - |
| 070A | 070A | 3850 | Interest | 1,538 | 2,829 | 1,800 | (919) | - |
| 070A | 070A | 3879 | Reimbursements | - | - | - | - | - |
| | | | | <u>10,309</u> | <u>2,829</u> | <u>1,800</u> | <u>(919)</u> | <u>-</u> |
| <u>070B WATER DIF</u> | | | | | | | | |
| 070B | 070B | 3605 | Capital/Impact Fees | 97,214 | 120,251 | 65,000 | 164,708 | 120,000 |
| 070B | 070B | 3850 | Interest | 204 | 1,247 | 400 | (655) | - |
| 070B | 070B | 3879 | Reimbursements | - | - | - | - | - |
| | | | | <u>97,418</u> | <u>121,498</u> | <u>65,400</u> | <u>164,053</u> | <u>120,000</u> |
| <u>071 WASTE WATER TREATMENT/DISPOSAL</u> | | | | | | | | |
| 071 | 071 | 3608 | Waste Water Treat Facility Fee | 14,882 | - | - | - | - |
| 071 | 071 | 3609 | Waste Water Collect Facility Fee | - | - | - | - | - |
| 071 | 071 | 3850 | Interest | (1,168) | (2,525) | - | - | - |
| 071 | 071 | 3879 | Reimbursements | - | - | - | - | - |
| | | | | <u>13,714</u> | <u>(2,525)</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| <u>071A WASTE WATER COLLECTION</u> | | | | | | | | |
| 071A | 071A | 3609 | Waste Water Collect Facility Fee | 14,053 | - | - | - | - |
| 071A | 071A | 3850 | Interest | 2,016 | 4,077 | 2,000 | (1,395) | - |
| 071A | 071A | 3879 | Reimbursements | - | - | - | - | - |
| | | | | <u>16,069</u> | <u>4,077</u> | <u>2,000</u> | <u>(1,395)</u> | <u>-</u> |
| <u>071B DIF - WASTEWATER</u> | | | | | | | | |
| 071B | 071B | 3605 | Capital/Impact Fees | 114,777 | 173,093 | 80,000 | 215,679 | 160,000 |
| 071B | 071B | 3850 | Interest | 250 | 1,531 | 200 | (754) | - |

| | | | | | | | | |
|------|------|--------|--|-----------|-----------|------------|------------|-----------|
| 071B | 071B | 3879 | Reimbursements | - | - | - | - | - |
| | | | | 115,027 | 174,624 | 80,200 | 214,925 | 160,000 |
| | | | <u>072 STREETS CAP</u> | | | | | |
| 072 | 072 | 3850 | Interest | 677 | 1,099 | 300 | (376) | - |
| 072 | 072 | 3879 | Reimbursements | - | - | - | - | - |
| | | | | 677 | 1,099 | 300 | (376) | - |
| | | | <u>074 PARKS & RECREATION CAP</u> | | | | | |
| 074 | 074 | 3605 | Capital/Impact Fees | - | - | - | - | - |
| 074 | 074 | 3850 | Interest | 7,321 | 9,577 | 6,500 | - | - |
| 074 | 074 | 3879 | Reimbursements | - | - | - | - | - |
| | | | | 7,321 | 9,577 | 6,500 | - | - |
| | | | <u>074A PARK LAND ACQUISITION</u> | | | | | |
| 074A | 074A | 3605 | Capital/Impact Fees | 30,269 | 108,576 | 50,000 | - | - |
| 074A | 074A | 3850 | Interest | 2,261 | 5,577 | 2,200 | (1,908) | - |
| 074A | 074A | 3879 | Reimbursements | - | - | - | - | - |
| | | | | 32,530 | 114,153 | 52,200 | (1,908) | - |
| | | | <u>074B PARK IMPROVEMENTS</u> | | | | | |
| 074B | 074B | 3605 | Capital/Impact Fees | 54,704 | - | - | - | - |
| 074B | 074B | 3850 | Interest | 2,411 | 4,910 | 2,000 | - | - |
| 074B | 074B | 3880 | Miscellaneous | - | - | - | - | - |
| | | | | 57,115 | 4,910 | 2,000 | - | - |
| | | | <u>074C COMM/REC FACILITIES</u> | | | | | |
| 074C | 074C | 3605 | Capital/Impact Fees | 30,586 | 21,852 | 15,000 | 23,561 | 20,000 |
| 074C | 074C | 3850 | Interest | 576 | 1,337 | 500 | (483) | - |
| 074C | 074C | 3875 | Gifts & Donations | - | - | - | - | - |
| | | | | 31,162 | 23,189 | 15,500 | 23,079 | 20,000 |
| | | | <u>074D DIF - PARKS</u> | | | | | |
| 074D | 074D | 3605 | Capital/Impact Fees | 86,202 | 180,172 | 100,000 | 222,213 | 200,000 |
| 074D | 074D | 3850 | Interest | 158 | 1,876 | 800 | (804) | - |
| 074D | 074D | 3875 | Gifts & Donations | - | - | - | - | - |
| | | | | 86,360 | 182,048 | 100,800 | 221,409 | 200,000 |
| | | | <u>075 FACILITY/INFRASTRUCTURE</u> | | | | | |
| 075 | 075 | 3605 | Capital/Impact Fees | - | - | - | - | - |
| 075 | 075 | 3850 | Interest | 2,464 | 3,990 | 2,000 | (1,368) | - |
| 075 | 075 | 3900 | Operating Transfers In | - | - | - | - | - |
| | | | | 2,464 | 3,990 | 2,000 | (1,368) | - |
| | | | <u>076 REFUSE CAPITAL</u> | | | | | |
| 076 | 076 | 3604 | Refuse Impact Fee | 29,950 | 28,590 | 18,000 | 37,899 | 33,000 |
| 076 | 076 | 3850 | Interest | 1,690 | 3,106 | 1,500 | (1,089) | - |
| | | | | 31,639 | 31,696 | 19,500 | 36,809 | 33,000 |
| | | | <u>085 PBIA</u> | | | | | |
| 085 | 085 | 3029 | Business License | 9,555 | 8,978 | 9,000 | 9,125 | 9,125 |
| 085 | 085 | 3850 | Interest | 85 | 154 | 75 | - | - |
| | | | | 9,640 | 9,132 | 9,075 | 9,125 | 9,125 |
| | | | <u>150 RDA RETIREMENT OBLIG FUND</u> | | | | | |
| 150 | 150 | 3980 | Tax Increment | 1,338,576 | 919,975 | 901,360 | 833,235 | 800,000 |
| 150 | 150 | 3850 | Interest | 89,499 | 39,070 | 100 | - | - |
| 150 | 150 | 3865 | Sale Of Property | - | (112,527) | - | - | - |
| 150 | 150 | 3869 | Misc. Income | - | 188 | - | - | - |
| 150 | 150 | 3880 | Miscellaneous | - | (106) | - | - | - |
| 150 | 150 | 3879 | Reimbursements | - | - | - | - | - |
| 150 | 150 | 3900 | Operating Transfers In | - | - | - | - | - |
| 150 | 150 | 3901 | Transfer In - Gen Fund | - | - | - | - | - |
| | | | | 1,428,075 | 846,599 | 901,460 | 833,235 | 800,000 |
| | | | <u>155 HOUSING AUTHORITY FUND</u> | | | | | |
| 155 | 155 | 3719 | Loan Repayment | 217,750 | 133,143 | 85,000 | - | - |
| 155 | 155 | 3850 | Interest | 129,989 | 121,589 | 5,000 | 130 | 3,000 |
| 155 | 155 | 3880 | Miscellaneous | 1,603 | (4,557) | - | 114 | - |
| | | | | 349,342 | 250,174 | 90,000 | 244 | 3,000 |
| | | | <u>158 2011 TAX ALLOCATION BOND</u> | | | | | |
| 158 | 158 | 3889 | Unrealized Gain/Loss | - | - | - | - | - |
| 158 | 158 | 3850 | Interest | - | 28,436 | - | - | - |
| 158 | 158 | 3900 | Operating Transfers In | 226,128 | 222,145 | - | - | - |
| | | | | 226,128 | 250,581 | - | - | - |
| | | | <u>160 2019 WATER SERIES BOND PROCEEDS</u> | | | | | |
| 160 | 160 | 3863 | 2019 Water Series Bond Proceeds | - | 575,258 | 29,424,742 | 25,380,050 | 4,044,692 |
| 160 | 160 | 3850 | Interest | - | 130,536 | - | - | - |
| | | | | - | 705,794 | 29,424,742 | 25,380,050 | 4,044,692 |
| | | | <u>201 LLMD ZONE 1</u> | | | | | |
| 201 | 201 | 3775 | LLMD Property Assessments | - | - | 76,406 | 93,216 | 93,301 |
| 201 | 201 | 3775GF | LLMD General Benefit | - | - | 5,014 | 5,008 | 5,125 |

| | | | | | | | | |
|------|------|--------|---------------------------|---|---|---------|---------|---------|
| 201 | 201 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 81,420 | 98,224 | 98,426 |
| | | | <u>203 LLMD ZONE 3</u> | | | | | |
| 203 | 203 | 3775 | LLMD Property Assessments | - | - | 13,978 | 17,679 | 17,673 |
| 203 | 203 | 3775GF | LLMD General Benefit | - | - | 532 | 533 | 528 |
| 203 | 203 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 14,510 | 18,212 | 18,201 |
| | | | <u>205 LLMD ZONE 5</u> | | | | | |
| 205 | 205 | 3775 | LLMD Property Assessments | - | - | 1,799 | 1,807 | 1,807 |
| 205 | 205 | 3775GF | LLMD General Benefit | - | - | 111 | 110 | 113 |
| 205 | 205 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 1,910 | 1,917 | 1,920 |
| | | | <u>206 LLMD ZONE 6</u> | | | | | |
| 206 | 206 | 3775 | LLMD Property Assessments | - | - | 1,981 | 1,987 | 1,987 |
| 206 | 206 | 3775GF | LLMD General Benefit | - | - | 59 | 59 | 61 |
| 206 | 206 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 2,040 | 2,046 | 2,048 |
| | | | <u>207 LLMD ZONE 7</u> | | | | | |
| 207 | 207 | 3775 | LLMD Property Assessments | - | - | 4,142 | 4,145 | 4,145 |
| 207 | 207 | 3775GF | LLMD General Benefit | - | - | 148 | 148 | 151 |
| 207 | 207 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 4,290 | 4,293 | 4,296 |
| | | | <u>208A LLMD ZONE 8A</u> | | | | | |
| 208A | 208A | 3775 | LLMD Property Assessments | - | - | 8,018 | 8,366 | 8,823 |
| 208A | 208A | 3775GF | LLMD General Benefit | - | - | 227 | 231 | 235 |
| 208A | 208A | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 8,245 | 8,597 | 9,058 |
| | | | <u>208B LLMD ZONE 8B</u> | | | | | |
| 208B | 208B | 3775 | LLMD Property Assessments | - | - | 17,242 | 17,201 | 17,832 |
| 208B | 208B | 3775GF | LLMD General Benefit | - | - | 799 | 804 | 812 |
| 208B | 208B | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 18,041 | 18,005 | 18,644 |
| | | | <u>209 LLMD ZONE 9</u> | | | | | |
| 209 | 209 | 3775 | LLMD Property Assessments | - | - | 6,242 | 6,247 | 6,245 |
| 209 | 209 | 3775GF | LLMD General Benefit | - | - | 278 | 278 | 285 |
| 209 | 209 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 6,520 | 6,525 | 6,530 |
| | | | <u>210 LLMD ZONE 10</u> | | | | | |
| 210 | 210 | 3775 | LLMD Property Assessments | - | - | 18,983 | 18,990 | 18,989 |
| 210 | 210 | 3775GF | LLMD General Benefit | - | - | 947 | 945 | 967 |
| 210 | 210 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 19,930 | 19,935 | 19,956 |
| | | | <u>211 LLMD ZONE 11</u> | | | | | |
| 211 | 211 | 3775 | LLMD Property Assessments | - | - | 1,917 | 1,919 | 1,919 |
| 211 | 211 | 3775GF | LLMD General Benefit | - | - | 103 | 137 | 141 |
| 211 | 211 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 2,020 | 2,056 | 2,060 |
| | | | <u>212 LLMD ZONE 12</u> | | | | | |
| 212 | 212 | 3775 | LLMD Property Assessments | - | - | 42,536 | 10,124 | 20,149 |
| 212 | 212 | 3775GF | LLMD General Benefit | - | - | 1,424 | 1,427 | 1,458 |
| 212 | 212 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 43,960 | 11,551 | 21,607 |
| | | | <u>213 LLMD ZONE 13</u> | | | | | |
| 213 | 213 | 3775 | LLMD Property Assessments | - | - | 4,941 | 4,950 | 4,950 |
| 213 | 213 | 3775GF | LLMD General Benefit | - | - | 2,399 | 1,924 | 1,976 |
| 213 | 213 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 7,340 | 6,874 | 6,926 |
| | | | <u>251 PFMD ZONE 1</u> | | | | | |
| 251 | 251 | 3775 | PFMD Property Assessment | - | - | 72,428 | 68,240 | 71,077 |
| 251 | 251 | 3775GF | PFMD General Benefit | - | - | 1,002 | 1,003 | 1,031 |
| 251 | 251 | 3850 | Interest | - | - | 2,500 | - | - |
| | | | | - | - | 75,930 | 69,243 | 72,108 |
| | | | <u>252 PFMD ZONE 2</u> | | | | | |
| 252 | 252 | 3775 | PFMD Property Assessment | - | - | 181,513 | 124,332 | 131,654 |
| 252 | 252 | 3775GF | PFMD General Benefit | - | - | 3,257 | 3,252 | 3,342 |
| 252 | 252 | 3850 | Interest | - | - | 7,900 | - | - |
| | | | | - | - | 192,670 | 127,584 | 134,996 |
| | | | <u>253 PFMD ZONE 3</u> | | | | | |
| 253 | 253 | 3775 | PFMD Property Assessment | | | 55,864 | 26,680 | 43,310 |
| 253 | 253 | 3775GF | PFMD General Benefit | | | 736 | 737 | 757 |
| 253 | 253 | 3850 | Interest | | | 2,500 | - | - |

| | | | | | | | | |
|-----|-----|--------|---------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | | | | - | - | 59,100 | 27,417 | 44,067 |
| | | | <u>254 PFMD ZONE 4</u> | | | | | |
| 254 | 254 | 3775 | PFMD Property Assessment | - | - | 38,685 | 55,313 | 56,742 |
| 254 | 254 | 3775GF | PFMD General Benefit | - | - | 435 | 652 | 670 |
| 254 | 254 | 3850 | Interest | - | - | 300 | - | - |
| | | | | - | - | 39,420 | 55,965 | 57,412 |
| | | | <u>255 PFMD ZONE 5</u> | | | | | |
| 255 | 255 | 3775 | PFMD Property Assessment | - | - | 83,156 | 84,520 | 56,254 |
| 255 | 255 | 3775GF | PFMD General Benefit | - | - | 1,364 | 1,366 | 1,403 |
| 255 | 255 | 3850 | Interest | - | - | 1,600 | - | - |
| | | | | - | - | 86,120 | 85,886 | 57,657 |
| | | | <u>256 PFMD ZONE 6</u> | | | | | |
| 256 | 256 | 3775 | PFMD Property Assessment | - | - | 56,584 | 54,844 | 55,521 |
| 256 | 256 | 3775GF | PFMD General Benefit | - | - | 396 | 396 | 407 |
| 256 | 256 | 3850 | Interest | - | - | 750 | - | - |
| | | | | - | - | 57,730 | 55,240 | 55,928 |
| | | | <u>257 PFMD ZONE 7</u> | | | | | |
| 257 | 257 | 3775 | PFMD Property Assessment | - | - | 5,296 | 6,808 | 6,957 |
| 257 | 257 | 3775GF | PFMD General Benefit | - | - | 114 | 150 | 154 |
| 257 | 257 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 5,410 | 6,958 | 7,111 |
| | | | <u>258 PFMD ZONE 8</u> | | | | | |
| 258 | 258 | 3775 | PFMD Property Assessment | - | - | 13,806 | 34,509 | 40,049 |
| 258 | 258 | 3775GF | PFMD General Benefit | - | - | 244 | 651 | 910 |
| 258 | 258 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 14,050 | 35,160 | 40,959 |
| | | | <u>259 PFMD ZONE 9</u> | | | | | |
| 259 | 259 | 3775 | PFMD Property Assessment | - | - | 3,580 | 38,266 | 40,095 |
| 259 | 259 | 3775GF | PFMD General Benefit | - | - | 1,420 | 978 | 1,247 |
| 259 | 259 | 3850 | Interest | - | - | - | - | - |
| | | | | - | - | 5,000 | 39,244 | 41,342 |
| | | | <u>260 PFMD ZONE 10</u> | | | | | |
| 260 | 260 | 3775 | PFMD Property Assessment | - | - | - | - | 17,870 |
| 260 | 260 | 3775GF | PFMD General Benefit | - | - | - | 256 | 263 |
| 260 | 260 | 3850 | Interest | - | - | - | 26 | - |
| | | | | - | - | - | 282 | 18,133 |
| | | | NET SPECIAL FUND RECEIPTS | 22,625,654 | 23,013,957 | 22,857,016 | 22,950,633 | 28,715,673 |
| | | | NET GENERAL FUND RECEIPTS | 11,862,359 | 12,934,339 | 11,336,606 | 11,231,688 | 10,576,393 |
| | | | TOTAL RECEIPTS | 34,488,012 | 35,948,296 | 64,051,642 | 34,182,321 | 39,292,066 |

SCHEDULE 2

SUMMARY OF NET OPERATING EXPENDITURES

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Proposed |
|------|---|---------------------|---------------------|----------------------|------------------------|-----------------------|
| | <u>GENERAL FUND</u> | | | | | |
| 001 | 4211 CITY COUNCIL | 127,310 | 111,344 | 151,210 | 137,072 | 164,223 |
| 001 | 4213 CITY MANAGER | 593,792 | 664,161 | 531,300 | 500,927 | 448,795 |
| 001 | 4214 CITY CLERK | 189,348 | 192,865 | 60,010 | 61,160 | 127,519 |
| 001 | 4215 FINANCE | 587,725 | 705,182 | 713,066 | 753,934 | 635,976 |
| 001 | 4216 COMMUNITY DEVELOPMENT | 321,288 | 354,135 | 390,722 | 369,680 | 386,165 |
| 001 | 4220 MAINTENANCE | 764,690 | 804,225 | 805,940 | 767,093 | 791,367 |
| 001 | 4221 POLICE | 6,125,083 | 7,249,345 | 7,368,749 | 7,055,971 | 7,107,528 |
| 001 | 4222 FIRE | 541,707 | 540,610 | 577,094 | 590,778 | 600,915 |
| 001 | 4224 BUILDING INSPECTION | 273,297 | 311,225 | 361,057 | 350,740 | 590,098 |
| 001 | 4230 PUBLIC WORKS ADMINISTRATION | 492,348 | 455,980 | 617,568 | 492,930 | 595,260 |
| 001 | 4231 STREETS | 267,264 | 603,972 | 570,087 | 485,469 | 543,260 |
| 001 | 4241 PARKS | 398,563 | 433,029 | 628,705 | 580,634 | 485,274 |
| 001 | 4242 RECREATION | 768,556 | 840,504 | 790,170 | 732,638 | 240,104 |
| 001 | 4296 INFORMATION TECHNOLOGY | 105,822 | 141,560 | 197,621 | 173,900 | 254,626 |
| 001 | 4297 HUMAN RESOURCES | 191,083 | 212,549 | 423,991 | 311,090 | 118,555 |
| | TOTAL GENERAL FUND | 11,747,878 | 13,620,686 | 14,187,290 | 13,364,015 | 13,089,665 |
| | <u>SPECIAL FUNDS</u> | | | | | |
| 020 | 4223 TRAFFIC SAFETY | - | - | 30,000 | 22,420 | 31,200 |
| 027 | 027 TE/STP(RTPA) EXCHANGE FUND | - | - | 2,600 | 738 | 635 |
| 034 | 034 GAS TAX | - | - | 2,600 | 2,410 | 2,115 |
| 041 | 041 RISK MANAGEMENT | - | - | 1,181,854 | 1,181,854 | 1,237,535 |
| 045 | 4245 GOLF COURSE | 1,243,812 | 1,296,416 | 1,247,568 | 1,229,070 | 1,496,894 |
| 050 | 4250 WATER | 4,709,864 | 5,415,319 | 6,055,543 | 5,974,460 | 6,605,964 |
| 050 | 4251 UTILITY BILLING | 201,369 | 293,139 | 384,682 | 388,646 | 412,310 |
| 056 | 4256 REFUSE | 3,140,581 | 3,049,993 | 4,501,971 | 3,854,541 | 4,403,294 |
| 060 | 4260 WASTEWATER | 3,140,631 | 3,311,670 | 5,834,034 | 5,091,237 | 3,346,784 |
| 040 | 4265 FLEET MAINTENANCE | 892,809 | 988,311 | 1,056,482 | 1,179,710 | 1,303,181 |
| 085 | 4270 PARKING & BUSINESS IMPROVEMENT AREA (PBIA) | 5,725 | 5,101 | 11,800 | 7,686 | 11,856 |
| 150 | 4951 REDEVELOPMENT DEBT SERVICE FUND | 1,518,892 | - | - | 1,360,351 | 1,595,838 |
| 155 | 4953 HOUSING AUTHORITY | 39,864 | - | - | 31,846 | 28,307 |
| 201 | 4851 LLMD Zone 1 | 91,023 | 21,728 | 94,380 | 75,254 | 93,760 |
| 203 | 4853 LLMD Zone 3 | 16,963 | 8,508 | 26,212 | 13,505 | 18,201 |
| 205 | 4855 LLMD Zone 5 | 4,333 | 1,303 | 1,842 | 1,796 | 1,920 |
| 206 | 4856 LLMD Zone 6 | 6,398 | 1,844 | 1,967 | 1,748 | 2,048 |
| 207 | 4857 LLMD Zone 7 | 10,286 | 2,991 | 4,124 | 3,355 | 4,296 |
| 208 | 4858 LLMD Zone 8 | 59,057 | - | 9,270 | - | - |
| 208A | 4858A LLMD Zone 8A | - | 360 | 15,097 | 12,245 | 13,058 |
| 208B | 4858B LLMD Zone 8B | - | 6,956 | 24,805 | 12,093 | 22,644 |
| 209 | 4859 LLMD Zone 9 | 6,439 | 7,476 | 6,268 | 4,287 | 6,530 |
| 210 | 4860 LLMD Zone 10 | 22,429 | 12,451 | 19,141 | 14,307 | 19,956 |
| 211 | 4861 LLMD Zone 11 | 3,110 | 1,022 | 1,976 | 1,582 | 2,060 |
| 212 | 4862 LLMD Zone 12 | 61,563 | 42,836 | 121,581 | 111,344 | 167,590 |
| 213 | 4863 LLMD Zone 13 | 5,844 | 3,125 | 6,602 | 3,895 | 6,926 |
| 251 | 4871 PFMD Zone 1 | 13,317 | 16,321 | 289,243 | 187,310 | 172,108 |
| 252 | 4872 PFMD Zone 2 | 49,776 | 55,484 | 627,584 | 361,744 | 384,996 |
| 253 | 4873 PFMD Zone 3 | 16,434 | 40,807 | 215,732 | 110,102 | 130,962 |
| 254 | 4874 PFMD Zone 4 | 14,995 | 11,777 | 54,900 | 55,901 | 57,412 |
| 255 | 4875 PFMD Zone 5 | 27,302 | 36,460 | 272,544 | 129,433 | 91,834 |
| 256 | 4876 PFMD Zone 6 | 11,195 | 31,392 | 74,280 | 71,613 | 69,311 |
| 257 | 4877 PFMD Zone 7 | - | 517 | 3,298 | 1,073 | 6,818 |
| 258 | 4878 PFMD Zone 8 | - | 1,302 | 20,318 | 5,191 | 43,293 |
| 259 | 4879 PFMD Zone 9 | - | 710 | 7,132 | 2,254 | 39,543 |
| 260 | 4880 PFMD Zone 10 | - | - | - | 9,500 | 16,266 |
| | TOTAL SPECIAL FUNDS: | 15,314,012 | 14,665,319 | 22,207,430 | 21,514,501 | 21,847,445 |
| | GRAND TOTAL: | 27,061,890 | 28,286,005 | 36,394,720 | 34,878,516 | 34,937,110 |

SCHEDULE 3

SUMMARY OF FUND TRANSACTIONS

| | FUNDS AVAILABLE | | | APPROPRIATIONS | | | | | | PROJECTED FUND BALANCE 6/30/2021 |
|--------------------------------------|---------------------------------------|------------------------|----------------------|----------------------|----------------------|----------------------|---------------------|------------------|-----------------------|--|
| | ESTIMATED FUND BALANCE 7/1/2020 | RECEIPTS/ TRANSFERS | AVAILABLE BALANCE | PERSONNEL EXPENSE | OPERATING EXPENSE | ASSET REPLACEMENT | CAPITAL PROJECTS | DEBT SERVICE | TOTAL EXPENDITURES | |
| 001 GENERAL FUND - ANNUAL OPERATING | - | 10,576,393 | 10,576,393 | 8,428,450 | 4,621,215 | 40,000 | 389,300 | - | 13,478,965 | (2,902,572) |
| 001 GENERAL FUND RESERVE | 5,214,197 | - | 5,214,197 | - | - | - | - | - | 2,902,572 | 2,311,625 |
| 020 TRAFFIC SAFETY FUND | 474,350 | 14,500 | 488,850 | - | 31,200 | - | - | - | 31,200 | 457,650 |
| 027 TE/STP(RTPA) | 1,031,931 | 160,000 | 1,191,931 | - | 635 | - | 262,503 | - | 263,138 | 928,793 |
| 028 GRANTS - FEDERAL | - | - | - | - | - | - | - | - | - | - |
| 030 GRANTS - OTHER | (100,182) | - | (100,182) | - | - | - | - | - | - | (100,182) |
| 033 TRANSPORTATION | 2,148,432 | 421,256 | 2,569,688 | - | - | - | 741,400 | - | 741,400 | 1,828,288 |
| 034 GAS TAX | 2,236,451 | 1,048,896 | 3,285,347 | - | 2,115 | - | 1,838,800 | - | 1,840,915 | 1,444,432 |
| 035 CDBG/HOME | 490,634 | - | 490,634 | - | - | - | - | - | - | 490,634 |
| 040 FLEET MAINTENANCE | (1,133,647) | 1,303,181 | 169,534 | 154,870 | 1,095,801 | 52,510 | - | - | 1,303,181 | (1,133,647) |
| 041 RISK MANAGEMENT | - | 1,237,535 | - | - | 1,237,535 | - | - | - | 1,237,535 | - |
| 042 DENTAL | 167,419 | - | 167,419 | - | - | - | - | - | - | 167,419 |
| 045 GOLF COURSE FUND | (998,829) | 1,165,000 | 166,171 | - | 1,496,894 | - | - | - | 1,496,894 | (1,330,723) |
| 049 ENTERPRISE GRANT | (237,375) | - | (237,375) | - | - | - | - | - | - | (237,375) |
| 049A REFUSE GRANT | 145,209 | - | 145,209 | - | - | - | - | - | - | 145,209 |
| 049B SEWER GRANT | 560,266 | - | 560,266 | - | - | - | - | - | - | 560,266 |
| 050 WATER FUND | 6,152,943 | 9,432,403 | 15,585,346 | 1,381,550 | 5,636,724 | - | 7,944,213 | - | 14,962,487 | 622,859 |
| 051 WATER RATE STABILIZATION FUND | 525,000 | - | 525,000 | - | - | - | - | - | - | 525,000 |
| 056 REFUSE FUND | 862,199 | 3,898,700 | 4,760,899 | 1,158,490 | 2,844,804 | 400,000 | 30,000 | - | 4,433,294 | 327,605 |
| 060 WASTEWATER/STORM DRAIN FUND | 8,454,864 | 3,350,000 | 11,804,864 | 967,770 | 2,379,014 | - | 4,340,000 | - | 7,686,784 | 4,118,080 |
| 065 DIF - STREETS EAST | 2,593,853 | 300,000 | 2,893,853 | - | - | - | - | - | - | 2,893,853 |
| 065A DIF - STREETS WEST | 82,622 | - | 82,622 | - | - | - | - | - | - | 82,622 |
| 066 DIF - LAW ENFORCEMENT | 506,775 | 50,000 | 556,775 | - | - | - | 506,700 | - | 506,700 | 50,075 |
| 067 DIF - FIRE PROTECTION EAST | 334,133 | 50,000 | 384,133 | - | - | - | 334,000 | - | 334,000 | 50,133 |
| 067A DIF - FIRE PROTECTION WEST | 6,448 | - | 6,448 | - | - | - | - | - | - | 6,448 |
| 068 DIF - GENERAL FACILITIES | 167,548 | 70,000 | 237,548 | - | - | - | 25,000 | - | 25,000 | 212,548 |
| 069 DIF - STORM DRAIN CAP | 1,413,919 | 85,000 | 1,498,919 | - | - | - | 885,000 | - | 885,000 | 613,919 |
| 070 DIF - WATER CAP | 3,087,255 | - | 3,087,255 | - | - | - | - | - | - | 3,087,255 |
| 070A DIF - WATER DISTRIBUTION | 250,491 | - | 250,491 | - | - | - | 50,000 | - | 50,000 | 200,491 |
| 070B DIF - WATER | 382,478 | 120,000 | 502,478 | - | - | - | - | - | - | 502,478 |
| 071 WASTE WATER DISPOSAL | (381,017) | - | (381,017) | - | - | - | - | - | - | (381,017) |
| 071A WASTE WATER COLLECTION | 456,064 | - | 456,064 | - | - | - | - | - | - | 456,064 |
| 071B DIF - WASTEWATER | 473,373 | 160,000 | 633,373 | - | - | - | - | - | - | 633,373 |
| 072 STREETS CAP | 122,913 | - | 122,913 | - | - | - | - | - | - | 122,913 |
| 074 DIF - PARKS AND RECREATION | 1,080,080 | - | 1,080,080 | - | - | - | - | - | - | 1,080,080 |
| 074A DIF - PARKS LAND ACQUISITION | 623,835 | - | 623,835 | - | - | - | - | - | - | 623,835 |
| 074B PARKS IMPROVEMENT | 550,882 | - | 550,882 | - | - | - | 150,000 | - | 150,000 | 400,882 |
| 074C COMMUNITY RECREATION FACILITIES | 181,532 | 20,000 | 201,532 | - | - | - | - | - | - | 201,532 |
| 074D DIF - PARKS | 489,214 | 200,000 | 689,214 | - | - | - | - | - | - | 689,214 |
| 075 INFRASTRUCTURE | 447,081 | - | 447,081 | - | - | - | 10,000 | - | 10,000 | 437,081 |
| 076 DIF - REFUSE | 394,685 | 33,000 | 427,685 | - | - | - | - | - | - | 427,685 |
| 085 PBIA | 19,626 | 9,125 | 28,751 | - | 11,856 | - | - | - | 11,856 | 16,895 |
| 150 REDEVELOPMENT | 2,297,600 | 800,000 | 3,097,600 | - | 95,838 | - | - | 1,500,000 | 1,595,838 | 1,501,762 |
| 155 HOUSING AUTHORITY | 1,824,735 | 3,000 | 1,827,735 | - | 28,307 | - | - | - | 28,307 | 1,799,428 |
| 158 2011 TAX ALLOCATION BOND | - | - | - | - | - | - | - | - | - | - |
| 160 BOND PROCEEDS | - | 4,044,692 | 4,044,692 | - | - | - | 4,044,692 | - | 4,044,692 | - |
| 201 LLMD ZONE 1 | (165,222) | 98,426 | (66,796) | 38,010 | 55,750 | - | - | - | 93,760 | (160,556) |
| 203 LLMD ZONE 3 | 28,553 | 18,201 | 46,754 | 5,051 | 13,150 | - | - | - | 18,201 | 28,553 |
| 205 LLMD ZONE 5 | (31,769) | 1,920 | (29,849) | 799 | 1,121 | - | - | - | 1,920 | (31,769) |
| 206 LLMD ZONE 6 | (17,498) | 2,048 | (15,450) | 613 | 1,435 | - | - | - | 2,048 | (17,498) |
| 207 LLMD ZONE 7 | (52,382) | 4,296 | (48,086) | 2,764 | 1,532 | - | - | - | 4,296 | (52,382) |
| 208A LLMD ZONE 8A | 24,535 | 9,058 | 33,593 | 5,526 | 7,532 | - | - | - | 13,058 | 20,535 |
| 208B LLMD ZONE 8B | 40,573 | 18,644 | 59,217 | 9,801 | 12,843 | - | - | - | 22,644 | 36,573 |
| 209 LLMD ZONE 9 | 3,087 | 6,530 | 9,617 | 3,981 | 2,549 | - | - | - | 6,530 | 3,087 |
| 210 LLMD ZONE 10 | (37,485) | 19,956 | (17,529) | 10,900 | 9,056 | - | - | - | 19,956 | (37,485) |
| 211 LLMD ZONE 11 | (42,015) | 2,060 | (39,955) | 626 | 1,434 | - | - | - | 2,060 | (42,015) |
| 212 LLMD ZONE 12 | 317,495 | 21,607 | 339,102 | 31,290 | 136,300 | - | - | - | 167,590 | 171,512 |
| 213 LLMD ZONE 13 | (127,254) | 6,926 | (120,328) | 3,719 | 3,207 | - | - | - | 6,926 | (127,254) |
| 251 PFMD ZONE 1 | 455,590 | 72,108 | 527,698 | - | 172,108 | - | - | - | 172,108 | 355,590 |
| 252 PFMD ZONE 2 | 1,506,208 | 134,996 | 1,641,204 | - | 384,996 | - | - | - | 384,996 | 1,256,208 |
| 253 PFMD ZONE 3 | 411,971 | 44,067 | 456,038 | - | 130,962 | - | - | - | 130,962 | 325,076 |
| 254 PFMD ZONE 4 | 94,763 | 57,412 | 152,175 | - | 57,412 | - | - | - | 57,412 | 94,763 |
| 255 PFMD ZONE 5 | 377,390 | 57,657 | 435,047 | - | 91,834 | - | - | - | 91,834 | 343,213 |
| 256 PFMD ZONE 6 | 191,940 | 55,928 | 247,868 | - | 69,311 | - | - | - | 69,311 | 178,557 |
| 257 PFMD ZONE 7 | 10,981 | 7,111 | 18,092 | - | 6,818 | - | - | - | 6,818 | 11,274 |
| 258 PFMD ZONE 8 | 43,280 | 40,959 | 84,239 | - | 43,293 | - | - | - | 43,293 | 40,946 |
| 259 PFMD ZONE 9 | 38,410 | 41,342 | 79,752 | - | 39,543 | - | - | - | 39,543 | 40,209 |
| 260 PFMD ZONE 10 | 282 | 18,133 | 18,415 | - | 16,266 | - | - | - | 16,266 | 2,149 |
| Totals: | 46,471,140 | 39,273,933 | 84,507,539 | 12,204,210 | 20,724,124 | 492,510 | 21,551,608 | 1,500,000 | 59,375,024 | 26,370,050 |

SUMMARY

LLMD Zone 1

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | 17,549 | 21,728 | 41,134 | 40,862 | 38,010 |
| Services and Supplies | 73,474 | - | 53,246 | 34,392 | 55,750 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 91,023 | 21,728 | 94,380 | 75,254 | 93,760 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 91,023 | 21,728 | 94,380 | 75,254 | 93,760 |
| REVENUES | | | | | |
| 201 3775 LLMD Property Assessments | 92,241 | 90,707 | 93,304 | 93,304 | 93,301 |
| 201 3775GF General Fund General Benefit | - | 5,014 | 5,008 | 5,008 | 5,125 |
| 201 3850 Interest | - | - | - | - | - |
| Gross Revenue | 92,241 | 95,721 | 98,312 | 98,312 | 98,426 |
| Contribution from fund balance | (1,218) | (73,993) | (3,932) | (23,058) | (4,666) |
| Net Revenue | 91,023 | 21,728 | 94,380 | 75,254 | 93,760 |

LINE ITEM SUMMARY

LLMD Zone 1

| | | 2017-2018 | 2018-2019 | 2019-2020 | 2019-2020 | 2020-2021 |
|------|--|-------------------|-------------------|-------------------|-------------------|-------------------|
| | | Actual | Actual | Amended | Projected | Amended |
| | <u>Personnel Services</u> | | | | | |
| 4851 | 4010 Regular Salaries | 10,935 | 14,140 | 26,327 | 26,327 | 27,390 |
| 4851 | 4110 FICA Taxes | 803 | 1,039 | 2,071 | 2,071 | 2,100 |
| 4851 | 4120 Unemployment Taxes | 353 | 174 | 272 | - | - |
| 4851 | 4130 Retirement | 715 | 992 | 1,949 | 1,949 | 2,120 |
| 4851 | 4140 Health Insurance | 4,619 | 5,212 | 10,055 | 10,055 | 6,090 |
| 4851 | 4150 Life Insurance | 22 | 22 | 45 | 45 | 40 |
| 4851 | 4190 State Disability Insurance | 101 | 150 | 415 | 415 | 270 |
| | <i>Total Personnel Services</i> | <u>17,549</u> | <u>21,728</u> | <u>41,134</u> | <u>40,862</u> | <u>38,010</u> |
| | <u>Service and Supplies</u> | | | | | |
| 4851 | 4220 Operating Supplies | 8,824 | 1,477 | 10,796 | 5,515 | 21,350 |
| 4851 | 4230 Repair/Maintenance Supplies | - | 141 | 4,000 | 3,091 | - |
| 4851 | 4310 Professional Contract Services | 43,176 | 3,033 | 3,140 | 540 | 3,400 |
| 4851 | 4340 Utilities | 20,762 | 25,522 | 30,090 | 20,090 | 27,000 |
| 4851 | 4350 Repair/Maintenance Services | 712 | 1,554 | 3,380 | 3,316 | 4,000 |
| 4851 | 4825 Machinery & Equipment | - | 1,165 | 1,840 | 1,840 | - |
| 4851 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | <u>73,474</u> | <u>32,891</u> | <u>53,246</u> | <u>34,392</u> | <u>55,750</u> |
| | <u>Asset Replacements</u> | | | | | |
| 4851 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4851 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | Net Expenditure | <u>91,023</u> | <u>54,619</u> | <u>94,380</u> | <u>75,254</u> | <u>93,760</u> |

SUMMARY

LLMD Zone 3

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | 4,828 | 3,209 | 5,040 | 4,719 | 5,051 |
| Services and Supplies | 12,135 | 5,299 | 21,172 | 8,786 | 13,150 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 16,963 | 8,508 | 26,212 | 13,505 | 18,201 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 16,963 | 8,508 | 26,212 | 13,505 | 18,201 |
| REVENUES | | | | | |
| 203 3775 LLMD Property Assessments | 15,298 | 13,807 | 17,679 | 17,679 | 17,673 |
| 203 3775GF General Fund General Benefit | - | - | 533 | 533 | 528 |
| 203 3850 Interest | - | - | - | - | - |
| Gross Revenue | 15,298 | 13,807 | 18,212 | 18,212 | 18,201 |
| Contribution from fund balance | 1,665 | (5,299) | 8,000 | (4,707) | - |
| Net Revenue | 16,963 | 8,508 | 26,212 | 13,505 | 18,201 |

LINE ITEM SUMMARY

LLMD Zone 3

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|------|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| | <u>Personnel Services</u> | | | | | |
| 4853 | 4010 Regular Salaries | 3,005 | 2,102 | 3,290 | 3,045 | 3,640 |
| 4853 | 4020 Overtime Salaries | - | - | - | - | - |
| 4853 | 4030 Part-Time Salaries | - | - | - | - | - |
| 4853 | 4110 FICA Taxes | 220 | 154 | 239 | 233 | 280 |
| 4853 | 4120 Unemployment Taxes | 66 | 27 | 50 | - | - |
| 4853 | 4130 Retirement | 197 | 146 | 236 | 229 | 280 |
| 4853 | 4140 Health Insurance | 1,304 | 755 | 1,170 | 1,162 | 810 |
| 4853 | 4150 Life Insurance | 7 | 3 | 5 | 5 | 5 |
| 4853 | 4170 Uniform Allowance | - | - | - | - | - |
| 4853 | 4180 Workers Comp Insurance | - | - | - | - | - |
| 4853 | 4190 State Disability Insurance | 28 | 21 | 51 | 45 | 36 |
| 4853 | 4195 Voluntary Benefits | - | - | - | - | - |
| 4853 | 4200 Deferred Compensation | - | - | - | - | - |
| | <i>Total Personnel Services</i> | <u>4,828</u> | <u>3,209</u> | <u>5,040</u> | <u>4,719</u> | <u>5,051</u> |
| | <u>Service and Supplies</u> | | | | | |
| 4853 | 4220 Operating Supplies | 1,316 | 136 | 12,412 | 5,072 | 6,000 |
| 4853 | 4230 Repair/Maintenance Supplies | - | - | 1,630 | 500 | 500 |
| 4853 | 4310 Professional Contract Services | 5,112 | 1,427 | 1,340 | 259 | 650 |
| 4853 | 4320 Meetings & Dues | - | - | - | - | - |
| 4853 | 4330 Printing & Publications | - | - | - | - | - |
| 4853 | 4335 Postage & Mailing | - | - | - | - | - |
| 4853 | 4340 Utilities | 5,627 | 2,711 | 4,450 | 2,185 | 6,000 |
| 4853 | 4350 Repair/Maintenance Services | 79 | 863 | 1,070 | 500 | - |
| 4853 | 4360 Training | - | - | - | - | - |
| 4853 | 4825 Machinery & Equipment | - | 163 | 270 | 270 | - |
| 4853 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | <u>12,135</u> | <u>5,299</u> | <u>21,172</u> | <u>8,786</u> | <u>13,150</u> |
| | <u>Asset Replacements</u> | | | | | |
| 4853 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4853 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | Net Expenditure | <u>16,963</u> | <u>8,508</u> | <u>26,212</u> | <u>13,505</u> | <u>18,201</u> |

SUMMARY

LLMD Zone 5

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | 983 | 349 | 897 | 875 | 799 |
| Services and Supplies | 3,350 | 954 | 945 | 921 | 1,121 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 4,333 | 1,303 | 1,842 | 1,796 | 1,920 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 4,333 | 1,303 | 1,842 | 1,796 | 1,920 |
| REVENUES | | | | | |
| 205 3775 LLMD Property Assessments | 1,779 | 2,745 | 1,807 | 1,807 | 1,807 |
| 205 3775GF General Fund General Benefit | - | 111 | 110 | 110 | 113 |
| 205 3850 Interest | - | - | - | - | - |
| Gross Revenue | 1,779 | 2,856 | 1,917 | 1,917 | 1,920 |
| Contribution from fund balance | 2,554 | (1,553) | (75) | (121) | (0) |
| Net Revenue | 4,333 | 1,303 | 1,842 | 1,796 | 1,920 |

LINE ITEM SUMMARY

LLMD Zone 5

| | | 2017-2018 | 2018-2019 | 2019-2020 | 2019-2020 | 2020-2021 |
|------|-------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | | Actual | Actual | Amended | Projected | Amended |
| | <u>Personnel Services</u> | | | | | |
| 4855 | 4010 Regular Salaries | 572 | 230 | 570 | 566 | 574 |
| 4855 | 4110 FICA Taxes | 42 | 17 | 54 | 51 | 45 |
| 4855 | 4120 Unemployment Taxes | 21 | 3 | 5 | - | - |
| 4855 | 4130 Retirement | 37 | 16 | 48 | 46 | 44 |
| 4855 | 4140 Health Insurance | 304 | 80 | 206 | 204 | 128 |
| 4855 | 4150 Life Insurance | 2 | 0 | 1 | 1 | 1 |
| 4855 | 4190 State Disability Insurance | 5 | 2 | 13 | 7 | 7 |
| | <i>Total Personnel Services</i> | <u>983</u> | <u>349</u> | <u>897</u> | <u>875</u> | <u>799</u> |
| | <u>Service and Supplies</u> | | | | | |
| 4855 | 4220 Operating Supplies | 238 | 22 | 70 | 70 | 155 |
| 4855 | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4855 | 4310 Professional Contract Services | 1,953 | 176 | 40 | 40 | 66 |
| 4855 | 4340 Utilities | 1,141 | 704 | 835 | 811 | 900 |
| 4855 | 4350 Repair/Maintenance Services | 19 | 25 | - | - | - |
| 4855 | 4825 Machinery & Equipment | - | 27 | - | - | - |
| 4855 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | <u>3,350</u> | <u>954</u> | <u>945</u> | <u>921</u> | <u>1,121</u> |
| | <u>Asset Replacements</u> | | | | | |
| | <i>Total Asset Replacements</i> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | Net Expenditure | <u><u>4,333</u></u> | <u><u>1,303</u></u> | <u><u>1,842</u></u> | <u><u>1,796</u></u> | <u><u>1,920</u></u> |

SUMMARY

LLMD Zone 6

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | 1,325 | 244 | 588 | 573 | 613 |
| Services and Supplies | 5,074 | 1,600 | 1,379 | 1,175 | 1,435 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 6,398 | 1,844 | 1,967 | 1,748 | 2,048 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 6,398 | 1,844 | 1,967 | 1,748 | 2,048 |
| REVENUES | | | | | |
| 206 3775 LLMD Property Assessments | 1,833 | 878 | 1,987 | 1,987 | 1,987 |
| 206 3775GF General Fund General Benefit | - | 59 | 59 | 59 | 61 |
| 206 3850 Interest | - | - | - | - | - |
| Gross Revenue | 1,833 | 937 | 2,046 | 2,046 | 2,048 |
| Contribution from fund balance | 4,565 | 907 | (79) | (298) | - |
| Net Revenue | 6,398 | 1,844 | 1,967 | 1,748 | 2,048 |

LINE ITEM SUMMARY

LLMD Zone 6

| | | 2017-2018 | 2018-2019 | 2019-2020 | 2019-2020 | 2020-2021 |
|------|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| | | Actual | Actual | Amended | Projected | Amended |
| | <u>Personnel Services</u> | | | | | |
| 4856 | 4010 Regular Salaries | 752 | 160 | 373 | 370 | 440 |
| 4856 | 4110 FICA Taxes | 53 | 12 | 29 | 27 | 35 |
| 4856 | 4120 Unemployment Taxes | 35 | 1 | 2 | - | - |
| 4856 | 4130 Retirement | 49 | 11 | 33 | 30 | 34 |
| 4856 | 4140 Health Insurance | 427 | 58 | 142 | 140 | 98 |
| 4856 | 4150 Life Insurance | 2 | 0 | 1 | 1 | 1 |
| 4856 | 4190 State Disability Insurance | 7 | 2 | 8 | 5 | 5 |
| | <i>Total Personnel Services</i> | <u>1,325</u> | <u>244</u> | <u>588</u> | <u>573</u> | <u>613</u> |
| | <u>Service and Supplies</u> | | | | | |
| 4856 | 4220 Operating Supplies | 229 | 122 | 25 | 25 | 360 |
| 4856 | 4230 Repair/Maintenance Supplies | - | - | 94 | 90 | - |
| 4856 | 4310 Professional Contract Services | 3,591 | 595 | 200 | 200 | 75 |
| 4856 | 4340 Utilities | 1,238 | 863 | 1,000 | 800 | 1,000 |
| 4856 | 4350 Repair/Maintenance Services | 16 | 4 | 30 | 30 | - |
| 4856 | 4825 Machinery & Equipment | - | 16 | 30 | 30 | - |
| 4856 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | <u>5,074</u> | <u>1,600</u> | <u>1,379</u> | <u>1,175</u> | <u>1,435</u> |
| | <u>Asset Replacements</u> | | | | | |
| 4856 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4856 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | Net Expenditure | <u><u>6,398</u></u> | <u><u>1,844</u></u> | <u><u>1,967</u></u> | <u><u>1,748</u></u> | <u><u>2,048</u></u> |

SUMMARY

LLMD Zone 7

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | 4,089 | 2,021 | 2,718 | 2,371 | 2,764 |
| Services and Supplies | 6,197 | 970 | 1,406 | 984 | 1,532 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 10,286 | 2,991 | 4,124 | 3,355 | 4,296 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 10,286 | 2,991 | 4,124 | 3,355 | 4,296 |
| REVENUES | | | | | |
| 207 3775 LLMD Property Assessments | 4,437 | 4,251 | 4,145 | 4,145 | 4,145 |
| 207 3775GF General Fund General Benefit | - | 148 | 148 | 148 | 151 |
| 207 3850 Interest | - | - | - | - | - |
| Gross Revenue | 4,437 | 4,399 | 4,293 | 4,293 | 4,296 |
| Contribution from fund balance | 5,849 | (1,408) | (169) | (938) | (0) |
| Net Revenue | 10,286 | 2,991 | 4,124 | 3,355 | 4,296 |

LINE ITEM SUMMARY

LLMD Zone 7

| | | 2017-2018 | 2018-2019 | 2019-2020 | 2019-2020 | 2020-2021 |
|------|--|-------------------|------------------|------------------|------------------|------------------|
| | | Actual | Actual | Amended | Projected | Amended |
| | <u>Personnel Services</u> | | | | | |
| 4857 | 4010 Regular Salaries | 2,499 | 1,327 | 1,787 | 1,488 | 2,000 |
| 4857 | 4110 FICA Taxes | 184 | 98 | 135 | 131 | 150 |
| 4857 | 4120 Unemployment Taxes | 105 | 14 | 24 | - | - |
| 4857 | 4130 Retirement | 163 | 93 | 123 | 123 | 152 |
| 4857 | 4140 Health Insurance | 1,110 | 473 | 619 | 601 | 439 |
| 4857 | 4150 Life Insurance | 5 | 2 | 3 | 3 | 3 |
| 4857 | 4190 State Disability Insurance | 23 | 14 | 27 | 25 | 20 |
| | <i>Total Personnel Services</i> | <u>4,089</u> | <u>2,021</u> | <u>2,718</u> | <u>2,371</u> | <u>2,764</u> |
| | <u>Service and Supplies</u> | | | | | |
| 4857 | 4220 Operating Supplies | 448 | 57 | 50 | 50 | 385 |
| 4857 | 4230 Repair/Maintenance Supplies | - | - | 131 | 100 | - |
| 4857 | 4310 Professional Contract Services | 4,131 | 280 | 260 | 58 | 147 |
| 4857 | 4340 Utilities | 1,198 | 560 | 845 | 656 | 1,000 |
| 4857 | 4350 Repair/Maintenance Services | 420 | 5 | 60 | 60 | - |
| 4857 | 4825 Machinery & Equipment | - | 68 | 60 | 60 | - |
| 4857 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | <u>6,197</u> | <u>970</u> | <u>1,406</u> | <u>984</u> | <u>1,532</u> |
| | <u>Asset Replacements</u> | | | | | |
| 4857 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4857 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | Net Expenditure | <u>10,286</u> | <u>2,991</u> | <u>4,124</u> | <u>3,355</u> | <u>4,296</u> |

SUMMARY

LLMD Zone 8A

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | - | - | 9,110 | 8,970 | 5,526 |
| Services and Supplies | - | 360 | 5,987 | 3,275 | 7,532 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | - | 360 | 15,097 | 12,245 | 13,058 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | - | 360 | 15,097 | 12,245 | 13,058 |
| REVENUES | | | | | |
| 208A 3775 LLMD Property Assessments | 7,785 | 7,927 | 8,366 | 8,366 | 8,823 |
| 208A 3775GF General Fund General Benefit | - | 227 | 231 | 231 | 235 |
| 208A 3850 Interest | - | 36 | - | - | - |
| Gross Revenue | 7,785 | 8,190 | 8,597 | 8,597 | 9,058 |
| Contribution from fund balance | (7,785) | (7,829) | 6,500 | 3,648 | 4,000 |
| Net Revenue | - | 360 | 15,097 | 12,245 | 13,058 |

LINE ITEM SUMMARY

LLMD Zone 8A

| | | 2017-2018 | 2018-2019 | 2019-2020 | 2019-2020 | 2020-2021 |
|-------|-------------------------------------|-----------|-----------|-----------|-----------|-----------|
| | | Actual | Actual | Amended | Projected | Amended |
| | <u>Personnel Services</u> | | | | | |
| 4858A | 4010 Regular Salaries | - | - | 5,636 | 5,603 | 3,982 |
| 4858A | 4110 FICA Taxes | - | - | 468 | 466 | 305 |
| 4858A | 4120 Unemployment Taxes | - | - | 12 | - | - |
| 4858A | 4130 Retirement | - | - | 463 | 457 | 308 |
| 4858A | 4140 Health Insurance | - | - | 2,401 | 2,335 | 886 |
| 4858A | 4150 Life Insurance | - | - | 14 | 12 | 5 |
| 4858A | 4190 State Disability Insurance | - | - | 116 | 97 | 40 |
| | <i>Total Personnel Services</i> | - | - | 9,110 | 8,970 | 5,526 |
| | <u>Service and Supplies</u> | | | | | |
| 4858A | 4220 Operating Supplies | - | 36 | 1,408 | 1,080 | 4,987 |
| 4858A | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4858A | 4310 Professional Contract Services | - | 324 | 109 | 109 | 345 |
| 4858A | 4340 Utilities | - | - | 4,470 | 2,086 | 2,200 |
| 4858A | 4350 Repair/Maintenance Services | - | - | - | - | - |
| 4858A | 4825 Machinery & Equipment | - | - | - | - | - |
| 4858A | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | - | 360 | 5,987 | 3,275 | 7,532 |
| | <u>Asset Replacements</u> | | | | | |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | - | 360 | 15,097 | 12,245 | 13,058 |

SUMMARY

LLMD Zone 8B

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | - | 1,940 | 8,800 | 3,051 | 9,801 |
| Services and Supplies | - | 5,015 | 16,005 | 9,042 | 12,843 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | - | 6,956 | 24,805 | 12,093 | 22,644 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | - | 6,956 | 24,805 | 12,093 | 22,644 |
| REVENUES | | | | | |
| 208B 3775 LLMD Property Assessments | 16,772 | 17,242 | 17,201 | 17,201 | 17,832 |
| 208B 3775GF General Fund General Benefit | - | 799 | 804 | 804 | 812 |
| 208B 3850 Interest | - | 78 | - | - | - |
| Gross Revenue | 16,772 | 18,119 | 18,005 | 18,005 | 18,644 |
| Contribution from fund balance | (16,772) | (11,163) | 6,800 | (5,912) | 4,000 |
| Net Revenue | - | 6,956 | 24,805 | 12,093 | 22,644 |

LINE ITEM SUMMARY

LLMD Zone 8B

| | | 2017-2018 | 2018-2019 | 2019-2020 | 2019-2020 | 2020-2021 |
|-------|--|-----------|-----------|-----------|-----------|-----------|
| | | Actual | Actual | Amended | Projected | Amended |
| | <u>Personnel Services</u> | | | | | |
| 4858B | 4010 Regular Salaries | - | 1,257 | 5,713 | 1,950 | 7,064 |
| 4858B | 4110 FICA Taxes | - | 91 | 412 | 152 | 540 |
| 4858B | 4120 Unemployment Taxes | - | 8 | 43 | - | - |
| 4858B | 4130 Retirement | - | 88 | 395 | 151 | 546 |
| 4858B | 4140 Health Insurance | - | 480 | 2,172 | 763 | 1,570 |
| 4858B | 4150 Life Insurance | - | 2 | 9 | 4 | 10 |
| 4858B | 4190 State Disability Insurance | - | 13 | 56 | 31 | 71 |
| | <i>Total Personnel Services</i> | - | 1,940 | 8,800 | 3,051 | 9,801 |
| | <u>Service and Supplies</u> | | | | | |
| 4858B | 4220 Operating Supplies | - | 62 | 7,365 | 3,093 | 5,298 |
| 4858B | 4230 Repair/Maintenance Supplies | - | - | 740 | 500 | - |
| 4858B | 4310 Professional Contract Services | - | 630 | 500 | 115 | 645 |
| 4858B | 4340 Utilities | - | 4,202 | 7,200 | 5,134 | 6,500 |
| 4858B | 4350 Repair/Maintenance Services | - | 47 | 100 | 100 | 400 |
| 4858B | 4825 Machinery & Equipment | - | 75 | 100 | 100 | - |
| 4858B | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | - | 5,015 | 16,005 | 9,042 | 12,843 |
| | <u>Asset Replacements</u> | | | | | |
| 4858B | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4858B | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | - | 6,956 | 24,805 | 12,093 | 22,644 |

SUMMARY

LLMD Zone 9

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | 1,360 | 2,495 | 3,499 | 3,431 | 3,981 |
| Services and Supplies | 5,078 | 4,981 | 2,769 | 856 | 2,549 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 6,439 | 7,476 | 6,268 | 4,287 | 6,530 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 6,439 | 7,476 | 6,268 | 4,287 | 6,530 |
| REVENUES | | | | | |
| 209 3775 LLMD Property Assessments | 6,141 | 6,113 | 6,247 | 6,247 | 6,245 |
| 209 3775GF General Fund General Benefit | - | 278 | 278 | 278 | 285 |
| 209 3850 Interest | 30 | 54 | - | - | - |
| Gross Revenue | 6,171 | 6,445 | 6,525 | 6,525 | 6,530 |
| Contribution from fund balance | 268 | 1,030 | (257) | (2,238) | - |
| Net Revenue | 6,439 | 7,476 | 6,268 | 4,287 | 6,530 |

LINE ITEM SUMMARY

LLMD Zone 9

| | | 2017-2018 | 2018-2019 | 2019-2020 | 2019-2020 | 2020-2021 |
|------|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| | | Actual | Actual | Amended | Projected | Amended |
| | <u>Personnel Services</u> | | | | | |
| 4859 | 4010 Regular Salaries | 857 | 1,635 | 2,199 | 2,189 | 2,870 |
| 4859 | 4110 FICA Taxes | 63 | 120 | 180 | 174 | 220 |
| 4859 | 4120 Unemployment Taxes | 20 | 12 | 15 | - | - |
| 4859 | 4130 Retirement | 54 | 115 | 174 | 171 | 222 |
| 4859 | 4140 Health Insurance | 357 | 594 | 886 | 856 | 639 |
| 4859 | 4150 Life Insurance | 2 | 3 | 8 | 4 | 4 |
| 4859 | 4190 State Disability Insurance | 8 | 18 | 37 | 37 | 26 |
| | <i>Total Personnel Services</i> | <u>1,360</u> | <u>2,495</u> | <u>3,499</u> | <u>3,431</u> | <u>3,981</u> |
| | <u>Service and Supplies</u> | | | | | |
| 4859 | 4220 Operating Supplies | 545 | 54 | 494 | 229 | 1,500 |
| 4859 | 4230 Repair/Maintenance Supplies | - | - | 545 | 200 | 125 |
| 4859 | 4310 Professional Contract Services | 4,156 | 629 | 475 | 119 | 224 |
| 4859 | 4340 Utilities | 362 | 228 | 690 | 208 | 700 |
| 4859 | 4350 Repair/Maintenance Services | 16 | 4,005 | 565 | 100 | - |
| 4859 | 4825 Machinery & Equipment | - | 65 | - | - | - |
| 4859 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | <u>5,078</u> | <u>4,981</u> | <u>2,769</u> | <u>856</u> | <u>2,549</u> |
| | <u>Asset Replacements</u> | | | | | |
| 4859 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4859 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | Net Expenditure | <u><u>6,439</u></u> | <u><u>7,476</u></u> | <u><u>6,268</u></u> | <u><u>4,287</u></u> | <u><u>6,530</u></u> |

SUMMARY

LLMD Zone 10

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | 5,600 | 7,966 | 9,883 | 9,036 | 10,900 |
| Services and Supplies | 16,830 | 4,485 | 9,258 | 5,271 | 9,056 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 22,429 | 12,451 | 19,141 | 14,307 | 19,956 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 22,429 | 12,451 | 19,141 | 14,307 | 19,956 |
| REVENUES | | | | | |
| 210 3775 LLMD Property Assessments | 18,776 | 18,918 | 18,990 | 18,990 | 18,989 |
| 210 3775GF General Fund General Benefit | - | 947 | 945 | 945 | 967 |
| 210 3850 Interest | - | - | - | - | - |
| Gross Revenue | 18,776 | 19,865 | 19,935 | 19,935 | 19,956 |
| Contribution from fund balance | 3,653 | (7,415) | (794) | (5,628) | 0 |
| Net Revenue | 22,429 | 12,451 | 19,141 | 14,307 | 19,956 |

LINE ITEM SUMMARY

LLMD Zone 10

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|------|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| | <u>Personnel Services</u> | | | | | |
| 4860 | 4010 Regular Salaries | 3,376 | 5,186 | 6,437 | 5,782 | 7,850 |
| 4860 | 4110 FICA Taxes | 248 | 381 | 467 | 453 | 601 |
| 4860 | 4120 Unemployment Taxes | 116 | 59 | 89 | - | - |
| 4860 | 4130 Retirement | 221 | 364 | 443 | 443 | 608 |
| 4860 | 4140 Health Insurance | 1,600 | 1,913 | 2,345 | 2,257 | 1,750 |
| 4860 | 4150 Life Insurance | 8 | 8 | 10 | 10 | 11 |
| 4860 | 4190 State Disability Insurance | 31 | 55 | 92 | 91 | 80 |
| | <i>Total Personnel Services</i> | <u>5,600</u> | <u>7,966</u> | <u>9,883</u> | <u>9,036</u> | <u>10,900</u> |
| | <u>Service and Supplies</u> | | | | | |
| 4860 | 4220 Operating Supplies | 1,632 | 234 | 608 | 399 | 3,378 |
| 4860 | 4230 Repair/Maintenance Supplies | - | 235 | 1,160 | 500 | - |
| 4860 | 4310 Professional Contract Services | 9,958 | 703 | 770 | 132 | 678 |
| 4860 | 4340 Utilities | 4,945 | 3,041 | 5,050 | 3,740 | 5,000 |
| 4860 | 4350 Repair/Maintenance Services | 295 | 48 | 1,000 | 500 | - |
| 4860 | 4825 Machinery & Equipment | - | 224 | 670 | - | - |
| 4860 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | <u>16,830</u> | <u>4,485</u> | <u>9,258</u> | <u>5,271</u> | <u>9,056</u> |
| | <u>Asset Replacements</u> | | | | | |
| 4860 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4860 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | Net Expenditure | <u>22,429</u> | <u>12,451</u> | <u>19,141</u> | <u>14,307</u> | <u>19,956</u> |

SUMMARY

LLMD Zone 11

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | 541 | 191 | 577 | 547 | 626 |
| Services and Supplies | 2,570 | 831 | 1,399 | 1,035 | 1,434 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 3,110 | 1,022 | 1,976 | 1,582 | 2,060 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 3,110 | 1,022 | 1,976 | 1,582 | 2,060 |
| REVENUES | | | | | |
| 211 3775 LLMD Property Assessments | 1,884 | 1,884 | 1,919 | 1,919 | 1,919 |
| 211 3775GF General Fund General Benefit | - | 103 | 137 | 137 | 141 |
| 211 3850 Interest | - | - | - | - | - |
| Gross Revenue | 1,884 | 1,987 | 2,056 | 2,056 | 2,060 |
| Contribution from fund balance | 1,227 | (965) | (80) | (474) | (0) |
| Net Revenue | 3,110 | 1,022 | 1,976 | 1,582 | 2,060 |

LINE ITEM SUMMARY

LLMD Zone 11

| | | 2017-2018 | 2018-2019 | 2019-2020 | 2019-2020 | 2020-2021 |
|------|-------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | | Actual | Actual | Amended | Projected | Amended |
| | <u>Personnel Services</u> | | | | | |
| 4861 | 4010 Regular Salaries | 340 | 126 | 357 | 348 | 458 |
| 4861 | 4110 FICA Taxes | 25 | 9 | 34 | 29 | 35 |
| 4861 | 4120 Unemployment Taxes | 3 | 1 | 1 | 1 | - |
| 4861 | 4130 Retirement | 22 | 9 | 33 | 27 | 35 |
| 4861 | 4140 Health Insurance | 146 | 45 | 143 | 135 | 92 |
| 4861 | 4150 Life Insurance | 1 | - | 1 | 1 | 1 |
| 4861 | 4190 State Disability Insurance | 3 | 1 | 8 | 6 | 5 |
| | <i>Total Personnel Services</i> | <u>541</u> | <u>191</u> | <u>577</u> | <u>547</u> | <u>626</u> |
| | <u>Service and Supplies</u> | | | | | |
| 4861 | 4220 Operating Supplies | 220 | 27 | 104 | 65 | 361 |
| 4861 | 4230 Repair/Maintenance Supplies | - | - | 230 | 230 | - |
| 4861 | 4310 Professional Contract Services | 1,328 | 206 | 165 | 45 | 73 |
| 4861 | 4340 Utilities | 1,005 | 562 | 860 | 655 | 1,000 |
| 4861 | 4350 Repair/Maintenance Services | 16 | 3 | 40 | 40 | - |
| 4861 | 4825 Machinery & Equipment | - | 33 | - | - | - |
| 4861 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | <u>2,570</u> | <u>831</u> | <u>1,399</u> | <u>1,035</u> | <u>1,434</u> |
| | <u>Asset Replacements</u> | | | | | |
| | <i>Total Asset Replacements</i> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | Net Expenditure | <u><u>3,110</u></u> | <u><u>1,022</u></u> | <u><u>1,976</u></u> | <u><u>1,582</u></u> | <u><u>2,060</u></u> |

SUMMARY

LLMD Zone 12

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | 20,180 | 26,887 | 40,104 | 34,930 | 31,290 |
| Services and Supplies | 41,356 | 15,950 | 81,477 | 76,414 | 136,300 |
| Asset Replacement | 27 | - | - | - | - |
| Gross Expenditures | 61,563 | 42,836 | 121,581 | 111,344 | 167,590 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 61,563 | 42,836 | 121,581 | 111,344 | 167,590 |
| REVENUES | | | | | |
| 212 3775 LLMD Property Assessments | 41,309 | 42,291 | 20,150 | 20,150 | 20,149 |
| 212 3775GF General Fund General Benefit | - | 1,424 | 1,427 | 1,427 | 1,458 |
| 212 3850 Interest | 1,630 | 2,629 | - | - | - |
| Gross Revenue | 42,938 | 46,344 | 21,577 | 21,577 | 21,607 |
| Contribution from fund balance | 18,625 | (3,508) | 100,004 | 89,767 | 145,983 |
| Net Revenue | 61,563 | 42,836 | 121,581 | 111,344 | 167,590 |

LINE ITEM SUMMARY

LLMD Zone 12

| | | 2017-2018 | 2018-2019 | 2019-2020 | 2019-2020 | 2020-2021 |
|------|--|-------------------|-------------------|--------------------|--------------------|--------------------|
| | | Actual | Actual | Amended | Projected | Amended |
| | <u>Personnel Services</u> | | | | | |
| 4862 | 4010 Regular Salaries | 13,058 | 17,576 | 26,286 | 22,356 | 22,550 |
| 4862 | 4110 FICA Taxes | 957 | 1,291 | 1,906 | 1,747 | 1,725 |
| 4862 | 4120 Unemployment Taxes | 155 | 164 | 304 | - | - |
| 4862 | 4130 Retirement | 854 | 1,233 | 1,810 | 1,711 | 1,744 |
| 4862 | 4140 Health Insurance | 5,005 | 6,408 | 9,405 | 8,733 | 5,015 |
| 4862 | 4150 Life Insurance | 24 | 27 | 40 | 33 | 31 |
| 4862 | 4190 State Disability Insurance | 126 | 187 | 353 | 350 | 225 |
| | <i>Total Personnel Services</i> | <u>20,180</u> | <u>26,887</u> | <u>40,104</u> | <u>34,930</u> | <u>31,290</u> |
| | <u>Service and Supplies</u> | | | | | |
| 4862 | 4220 Operating Supplies | 6,364 | 279 | 13,357 | 9,172 | 109,000 |
| 4862 | 4230 Repair/Maintenance Supplies | - | 2,577 | 2,220 | 2,000 | - |
| 4862 | 4310 Professional Contract Services | 29,198 | 2,433 | 45,900 | 45,635 | 2,300 |
| 4862 | 4340 Utilities | 5,318 | 10,104 | 19,250 | 18,857 | 25,000 |
| 4862 | 4350 Repair/Maintenance Services | 490 | 250 | 750 | 750 | - |
| 4862 | 4825 Machinery & Equipment | (13) | 306 | - | - | - |
| 4862 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | <u>41,356</u> | <u>15,950</u> | <u>81,477</u> | <u>76,414</u> | <u>136,300</u> |
| | <u>Asset Replacements</u> | | | | | |
| 4862 | 4825AR Machinery and Equipment Asset Replace | 27 | - | - | - | - |
| 4862 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | <u>27</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | Net Expenditure | <u>61,563</u> | <u>42,836</u> | <u>121,581</u> | <u>111,344</u> | <u>167,590</u> |

SUMMARY

LLMD Zone 13

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | 2,209 | 2,103 | 3,753 | 2,461 | 3,719 |
| Services and Supplies | 3,635 | 1,022 | 2,849 | 1,434 | 3,207 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 5,844 | 3,125 | 6,602 | 3,895 | 6,926 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 5,844 | 3,125 | 6,602 | 3,895 | 6,926 |
| REVENUES | | | | | |
| 213 3775 LLMD Property Assessments | 4,917 | 4,917 | 4,950 | 4,950 | 4,950 |
| 213 3775GF General Fund General Benefit | - | 2,399 | 1,924 | 1,924 | 1,976 |
| 213 3850 Interest | - | - | - | - | - |
| Gross Revenue | 4,917 | 7,316 | 6,874 | 6,874 | 6,926 |
| Contribution from fund balance | 927 | (4,191) | (272) | (2,979) | (0) |
| Net Revenue | 5,844 | 3,125 | 6,602 | 3,895 | 6,926 |

LINE ITEM SUMMARY

LLMD Zone 13

| | | 2017-2018 | 2018-2019 | 2019-2020 | 2019-2020 | 2020-2021 |
|------|--|------------------|------------------|------------------|------------------|------------------|
| | | Actual | Actual | Amended | Projected | Amended |
| | <u>Personnel Services</u> | | | | | |
| 4863 | 4010 Regular Salaries | 1,377 | 1,368 | 2,447 | 1,573 | 2,680 |
| 4863 | 4110 FICA Taxes | 101 | 100 | 178 | 124 | 205 |
| 4863 | 4120 Unemployment Taxes | 22 | 21 | 45 | - | - |
| 4863 | 4130 Retirement | 90 | 96 | 168 | 121 | 207 |
| 4863 | 4140 Health Insurance | 604 | 501 | 887 | 615 | 596 |
| 4863 | 4150 Life Insurance | 3 | 2 | 4 | 4 | 4 |
| 4863 | 4190 State Disability Insurance | 13 | 14 | 24 | 24 | 27 |
| | <i>Total Personnel Services</i> | <u>2,209</u> | <u>2,103</u> | <u>3,753</u> | <u>2,461</u> | <u>3,719</u> |
| | <u>Service and Supplies</u> | | | | | |
| 4863 | 4220 Operating Supplies | 474 | 32 | 200 | 117 | 1,461 |
| 4863 | 4230 Repair/Maintenance Supplies | - | - | 159 | 100 | - |
| 4863 | 4310 Professional Contract Services | 1,675 | 193 | 400 | 42 | 246 |
| 4863 | 4340 Utilities | 1,430 | 727 | 1,450 | 975 | 1,500 |
| 4863 | 4350 Repair/Maintenance Services | 56 | 31 | 300 | 200 | - |
| 4863 | 4825 Machinery & Equipment | - | 39 | 340 | - | - |
| 4863 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | <u>3,635</u> | <u>1,022</u> | <u>2,849</u> | <u>1,434</u> | <u>3,207</u> |
| | <u>Asset Replacements</u> | | | | | |
| 4863 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4863 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | Net Expenditure | <u>5,844</u> | <u>3,125</u> | <u>6,602</u> | <u>3,895</u> | <u>6,926</u> |

SUMMARY

PFMD Zone 1

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| <u>EXPENDITURES</u> | | | | | |
| Personnel Services | - | - | - | - | - |
| Services and Supplies | 13,317 | 16,321 | 289,243 | 187,310 | 172,108 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 13,317 | 16,321 | 289,243 | 187,310 | 172,108 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 13,317 | 16,321 | 289,243 | 187,310 | 172,108 |
| <u>REVENUES</u> | | | | | |
| 251 3775 LLMD Property Assessments | 70,077 | 71,023 | 68,240 | 68,240 | 71,077 |
| 251 3775GF General Fund General Benefit | - | 1,002 | 1,003 | 1,003 | 1,031 |
| 251 3850 Interest | 2,528 | 4,827 | - | - | - |
| Gross Revenue | 72,605 | 76,851 | 69,243 | 69,243 | 72,108 |
| Contribution from fund balance | (59,288) | (60,531) | 220,000 | 118,067 | 100,000 |
| Net Revenue | 13,317 | 16,321 | 289,243 | 187,310 | 172,108 |

LINE ITEM SUMMARY

PFMD Zone 1

| | | 2017-2018 | 2018-2019 | 2019-2020 | 2019-2020 | 2020-2021 |
|------|-------------------------------------|---------------|---------------|----------------|----------------|----------------|
| | | Actual | Actual | Amended | Projected | Amended |
| | <u>Personnel Services</u> | | | | | |
| | <i>Total Personnel Services</i> | - | - | - | - | - |
| | <u>Service and Supplies</u> | | | | | |
| 4871 | 4220 Operating Supplies | - | - | 195,915 | 100,000 | 112,657 |
| 4871 | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4871 | 4310 Professional Contract Services | 11,392 | 13,874 | 15,745 | 15,743 | 10,300 |
| 4871 | 4340 Utilities | 1,925 | 2,447 | 3,270 | 3,192 | 3,335 |
| 4871 | 4350 Repair/Maintenance Services | - | - | 74,313 | 68,375 | - |
| 4871 | 4352 Road Rehab | - | - | - | - | 44,710 |
| 4871 | 4353 Lighting Rehab | - | - | - | - | 320 |
| 4871 | 4354 Landscape Rehab | - | - | - | - | 786 |
| 4871 | 4360 Training | - | - | - | - | - |
| 4871 | 4825 Machinery & Equipment | - | - | - | - | - |
| 4871 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | <u>13,317</u> | <u>16,321</u> | <u>289,243</u> | <u>187,310</u> | <u>172,108</u> |
| | <u>Asset Replacements</u> | | | | | |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | <u>13,317</u> | <u>16,321</u> | <u>289,243</u> | <u>187,310</u> | <u>172,108</u> |

SUMMARY

PFMD Zone 2

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | - | - | - | - | - |
| Services and Supplies | 49,776 | 55,484 | 627,584 | 361,744 | 384,996 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 49,776 | 55,484 | 627,584 | 361,744 | 384,996 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 49,776 | 55,484 | 627,584 | 361,744 | 384,996 |
| REVENUES | | | | | |
| 252 3775 LLMD Property Assessments | 176,374 | 207,396 | 124,332 | 124,332 | 131,654 |
| 252 3775GF General Fund General Benefit | - | 3,247 | 3,252 | 3,252 | 3,342 |
| 252 3850 Interest | 7,976 | 14,649 | - | - | - |
| Gross Revenue | 184,350 | 225,292 | 127,584 | 127,584 | 134,996 |
| Contribution from fund balance | (134,574) | (169,808) | 500,000 | 234,160 | 250,000 |
| Net Revenue | 49,776 | 55,484 | 627,584 | 361,744 | 384,996 |

LINE ITEM SUMMARY

PFMD Zone 2

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|------|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| | <u>Personnel Services</u> | | | | | |
| | <i>Total Personnel Services</i> | - | - | - | - | - |
| | <u>Service and Supplies</u> | | | | | |
| 4872 | 4220 Operating Supplies | - | - | 459,800 | 200,000 | 281,903 |
| 4872 | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4872 | 4310 Professional Contract Services | 25,887 | 35,840 | 33,400 | 32,938 | 23,959 |
| 4872 | 4340 Utilities | 14,790 | 14,424 | 15,160 | 15,132 | 15,500 |
| 4872 | 4350 Repair/Maintenance Services | 4,745 | 5,220 | 119,224 | 113,674 | 12,787 |
| 4872 | 4352 Road Rehab | 4,354 | - | - | - | 46,613 |
| 4872 | 4353 Lighting Rehab | - | - | - | - | 877 |
| 4872 | 4354 Landscape Rehab | - | - | - | - | 3,357 |
| 4872 | 4360 Training | - | - | - | - | - |
| 4872 | 4825 Machinery & Equipment | - | - | - | - | - |
| 4872 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | 49,776 | 55,484 | 627,584 | 361,744 | 384,996 |
| | <u>Asset Replacements</u> | | | | | |
| 4851 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4851 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | 49,776 | 55,484 | 627,584 | 361,744 | 384,996 |

SUMMARY

PFMD Zone 3

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | - | - | - | - | - |
| Services and Supplies | 16,434 | 40,807 | 215,732 | 110,102 | 130,962 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 16,434 | 40,807 | 215,732 | 110,102 | 130,962 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 16,434 | 40,807 | 215,732 | 110,102 | 130,962 |
| REVENUES | | | | | |
| 253 3775 LLMD Property Assessments | 59,438 | 32,123 | 54,995 | 54,995 | 43,310 |
| 253 3775GF General Fund General Benefit | - | 736 | 737 | 737 | 757 |
| 253 3850 Interest | 2,518 | 4,421 | - | - | - |
| Gross Revenue | 61,956 | 37,280 | 55,732 | 55,732 | 44,067 |
| Contribution from fund balance | (45,522) | 3,526 | 160,000 | 54,370 | 86,895 |
| Net Revenue | 16,434 | 40,807 | 215,732 | 110,102 | 130,962 |

LINE ITEM SUMMARY

PFMD Zone 3

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|------|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| | <u>Personnel Services</u> | | | | | |
| | <i>Total Personnel Services</i> | - | - | - | - | - |
| | <u>Service and Supplies</u> | | | | | |
| 4873 | 4220 Operating Supplies | - | - | 152,471 | 50,000 | 85,000 |
| 4873 | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4873 | 4310 Professional Contract Services | 12,797 | 35,917 | 16,610 | 15,774 | 12,574 |
| 4873 | 4340 Utilities | 3,637 | 4,890 | 6,220 | 5,798 | 7,000 |
| 4873 | 4350 Repair/Maintenance Services | - | - | 40,431 | 38,531 | - |
| 4873 | 4352 Road Rehab | - | - | - | - | 26,143 |
| 4873 | 4553 Lighting Rehab | - | - | - | - | 245 |
| 4873 | 4354 Landscape Rehab | - | - | - | - | - |
| 4873 | 4360 Training | - | - | - | - | - |
| 4873 | 4825 Machinery & Equipment | - | - | - | - | - |
| 4873 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | 16,434 | 40,807 | 215,732 | 110,102 | 130,962 |
| | <u>Asset Replacements</u> | | | | | |
| 4873 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4873 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | 16,434 | 40,807 | 215,732 | 110,102 | 130,962 |

SUMMARY

PFMD Zone 4

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| <u>EXPENDITURES</u> | | | | | |
| Personnel Services | - | - | - | - | - |
| Services and Supplies | 14,995 | 11,777 | 54,900 | 55,901 | 57,412 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 14,995 | 11,777 | 54,900 | 55,901 | 57,412 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 14,995 | 11,777 | 54,900 | 55,901 | 57,412 |
| <u>REVENUES</u> | | | | | |
| 254 3775 LLMD Property Assessments | 21,992 | 38,351 | 55,313 | 55,313 | 56,742 |
| 254 3775GF General Fund General Benefit | - | 435 | 652 | 652 | 670 |
| 254 3850 Interest | 314 | 727 | - | - | - |
| Gross Revenue | 22,307 | 39,513 | 55,965 | 55,965 | 57,412 |
| Contribution from fund balance | (7,311) | (27,735) | (1,065) | (64) | (0) |
| Net Revenue | 14,995 | 11,777 | 54,900 | 55,901 | 57,412 |

LINE ITEM SUMMARY

PFMD Zone 4

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|------|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| | <u>Personnel Services</u> | | | | | |
| | <i>Total Personnel Services</i> | - | - | - | - | - |
| | <u>Service and Supplies</u> | | | | | |
| 4874 | 4220 Operating Supplies | - | - | - | - | 8,053 |
| 4874 | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4874 | 4310 Professional Contract Services | 12,942 | 9,005 | 8,485 | 8,453 | 5,679 |
| 4874 | 4340 Utilities | 2,053 | 2,772 | 3,185 | 4,547 | 3,200 |
| 4874 | 4350 Repair/Maintenance Services | - | - | 43,230 | 42,902 | - |
| 4874 | 4352 Road Rehab | - | - | - | - | 39,488 |
| 4874 | 4353 Lighting Rehab | - | - | - | - | 189 |
| 4874 | 4354 Landscape Rehab | - | - | - | - | 803 |
| 4874 | 4360 Training | - | - | - | - | - |
| 4874 | 4825 Machinery & Equipment | - | - | - | - | - |
| 4874 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | 14,995 | 11,777 | 54,900 | 55,901 | 57,412 |
| | <u>Asset Replacements</u> | | | | | |
| 4874 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4874 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | 14,995 | 11,777 | 54,900 | 55,901 | 57,412 |

SUMMARY

PFMD Zone 5

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | - | - | - | - | - |
| Services and Supplies | 27,302 | 36,460 | 272,544 | 129,433 | 91,834 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 27,302 | 36,460 | 272,544 | 129,433 | 91,834 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 27,302 | 36,460 | 272,544 | 129,433 | 91,834 |
| REVENUES | | | | | |
| 255 3775 LLMD Property Assessments | 80,782 | 83,469 | 81,178 | 81,178 | 56,254 |
| 255 3775GF General Fund General Benefit | - | 1,364 | 1,366 | 1,366 | 1,403 |
| 255 3850 Interest | 1,690 | 3,437 | - | - | - |
| Gross Revenue | 82,472 | 88,270 | 82,544 | 82,544 | 57,657 |
| Contribution from fund balance | (55,170) | (51,810) | 190,000 | 46,889 | 34,177 |
| Net Revenue | 27,302 | 36,460 | 272,544 | 129,433 | 91,834 |

LINE ITEM SUMMARY

PFMD Zone 5

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|------|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| | <u>Personnel Services</u> | | | | | |
| | <i>Total Personnel Services</i> | - | - | - | - | - |
| | <u>Service and Supplies</u> | | | | | |
| 4875 | 4220 Operating Supplies | - | - | 189,738 | 50,000 | 45,041 |
| 4875 | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4875 | 4310 Professional Contract Services | 18,108 | 28,114 | 39,530 | 39,360 | 17,591 |
| 4875 | 4340 Utilities | 6,387 | 7,195 | 11,070 | 10,767 | 12,000 |
| 4875 | 4350 Repair/Maintenance Services | 2,806 | 1,152 | 32,206 | 29,306 | - |
| 4875 | 4352 Road Rehab | - | - | - | - | 16,919 |
| 4875 | 4353 Lighting Rehab | - | - | - | - | 283 |
| 4875 | 4354 Landscape Rehab | - | - | - | - | - |
| 4875 | 4360 Training | - | - | - | - | - |
| 4875 | 4825 Machinery & Equipment | - | - | - | - | - |
| 4875 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | 27,302 | 36,460 | 272,544 | 129,433 | 91,834 |
| | <u>Asset Replacements</u> | | | | | |
| 4875 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4875 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | 27,302 | 36,460 | 272,544 | 129,433 | 91,834 |

SUMMARY

PFMD Zone 6

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | |
| Personnel Services | - | - | - | - | - |
| Services and Supplies | 11,195 | 31,392 | 74,280 | 71,613 | 69,311 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | 11,195 | 31,392 | 74,280 | 71,613 | 69,311 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | 11,195 | 31,392 | 74,280 | 71,613 | 69,311 |
| REVENUES | | | | | |
| 256 3775 LLMD Property Assessments | 54,128 | 55,681 | 54,884 | 54,884 | 55,521 |
| 256 3775GF General Fund General Benefit | - | 396 | 396 | 396 | 407 |
| 256 3850 Interest | 775 | 1,685 | - | - | - |
| Gross Revenue | 54,903 | 57,761 | 55,280 | 55,280 | 55,928 |
| Contribution from fund balance | (43,708) | (26,370) | 19,000 | 16,333 | 13,383 |
| Net Revenue | 11,195 | 31,392 | 74,280 | 71,613 | 69,311 |

LINE ITEM SUMMARY

PFMD Zone 6

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|------|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| | <u>Personnel Services</u> | | | | | |
| | <i>Total Personnel Services</i> | - | - | - | - | - |
| | <u>Service and Supplies</u> | | | | | |
| 4876 | 4220 Operating Supplies | - | - | 1,539 | - | 11,314 |
| 4876 | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4876 | 4310 Professional Contract Services | 9,797 | 29,837 | 13,690 | 13,670 | 8,866 |
| 4876 | 4340 Utilities | 1,399 | 1,555 | 3,080 | 3,072 | 3,100 |
| 4876 | 4350 Repair/Maintenance Services | - | - | 55,971 | 54,871 | - |
| 4876 | 4352 Road Rehab | - | - | - | - | 45,776 |
| 4876 | 4353 Lighting Rehab | - | - | - | - | - |
| 4876 | 4354 Landscape Rehab | - | - | - | - | 255 |
| 4876 | 4360 Training | - | - | - | - | - |
| 4876 | 4825 Machinery & Equipment | - | - | - | - | - |
| 4876 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | 11,195 | 31,392 | 74,280 | 71,613 | 69,311 |
| | <u>Asset Replacements</u> | | | | | |
| 4876 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4876 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | 11,195 | 31,392 | 74,280 | 71,613 | 69,311 |

SUMMARY

PFMD Zone 7

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| <u>EXPENDITURES</u> | | | | | |
| Personnel Services | - | - | - | - | - |
| Services and Supplies | - | 515 | 3,298 | 1,073 | 6,818 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | - | 515 | 3,298 | 1,073 | 6,818 |
| Transfers/Reimbursements | - | 2 | - | - | - |
| Net Expenditure | - | 517 | 3,298 | 1,073 | 6,818 |
| <u>REVENUES</u> | | | | | |
| 257 3775 LLMD Property Assessments | - | 5,283 | 6,808 | 6,808 | 6,957 |
| 257 3775GF General Fund General Benefit | - | 114 | 150 | 150 | 154 |
| 257 3850 Interest | - | 21 | - | - | - |
| Gross Revenue | - | 5,418 | 6,958 | 6,958 | 7,111 |
| Contribution from fund balance | - | (4,901) | (3,660) | (5,885) | (293) |
| Net Revenue | - | 517 | 3,298 | 1,073 | 6,818 |

LINE ITEM SUMMARY

PFMD Zone 7

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|------|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| | <u>Personnel Services</u> | | | | | |
| | <i>Total Personnel Services</i> | - | - | - | - | - |
| | <u>Service and Supplies</u> | | | | | |
| 4877 | 4220 Operating Supplies | - | - | 2,298 | 1,000 | 3,220 |
| 4877 | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4877 | 4310 Professional Contract Services | - | 515 | 1,000 | 73 | 130 |
| 4877 | 4340 Utilities | - | - | - | - | - |
| 4877 | 4350 Repair/Maintenance Services | - | - | - | - | - |
| 4877 | 4352 Road Rehab | - | - | - | - | 3,284 |
| 4877 | 4353 Lighting Rehab | - | - | - | - | 61 |
| 4877 | 4354 Landscape Rehab | - | - | - | - | 123 |
| 4877 | 4360 Training | - | - | - | - | - |
| 4877 | 4825 Machinery & Equipment | - | - | - | - | - |
| 4877 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | - | 515 | 3,298 | 1,073 | 6,818 |
| | <u>Asset Replacements</u> | | | | | |
| 4877 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4877 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | - | 515 | 3,298 | 1,073 | 6,818 |

SUMMARY

PFMD Zone 8

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---------------------|-------------------------------------|---------------------|---------------------|----------------------|------------------------|----------------------|
| EXPENDITURES | | | | | | |
| | Personnel Services | - | - | - | - | - |
| | Services and Supplies | - | 1,302 | 20,318 | 5,191 | 43,293 |
| | Asset Replacement | - | - | - | - | - |
| | Gross Expenditures | - | 1,302 | 20,318 | 5,191 | 43,293 |
| | Transfers/Reimbursements | - | - | - | - | - |
| | Net Expenditure | - | 1,302 | 20,318 | 5,191 | 43,293 |
| REVENUES | | | | | | |
| 258 | 3775 LLMD Property Assessments | - | 13,806 | 34,509 | 34,509 | 40,049 |
| 258 | 3775GF General Fund General Benefit | - | 244 | 651 | 651 | 910 |
| 258 | 3850 Interest | - | 57 | - | - | - |
| | Gross Revenue | - | 14,107 | 35,160 | 35,160 | 40,959 |
| | Contribution from fund balance | - | (12,805) | (14,842) | (29,969) | 2,334 |
| | Net Revenue | - | 1,302 | 20,318 | 5,191 | 43,293 |

LINE ITEM SUMMARY

PFMD Zone 8

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|------|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| | <u>Personnel Services</u> | | | | | |
| | <i>Total Personnel Services</i> | - | - | - | - | - |
| | <u>Service and Supplies</u> | | | | | |
| 4878 | 4220 Operating Supplies | - | - | 18,818 | 5,000 | 21,863 |
| 4878 | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4878 | 4310 Professional Contract Services | - | 1,302 | 1,500 | 191 | 485 |
| 4878 | 4340 Utilities | - | - | - | - | - |
| 4878 | 4350 Repair/Maintenance Services | - | - | - | - | - |
| 4878 | 4352 Road Rehab | - | - | - | - | 20,530 |
| 4878 | 4353 Lighting Rehab | - | - | - | - | 90 |
| 4878 | 4354 Landscape Rehab | - | - | - | - | 325 |
| 4878 | 4360 Training | - | - | - | - | - |
| 4878 | 4825 Machinery & Equipment | - | - | - | - | - |
| 4878 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | - | 1,302 | 20,318 | 5,191 | 43,293 |
| | <u>Asset Replacements</u> | | | | | |
| 4878 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4878 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | - | 1,302 | 20,318 | 5,191 | 43,293 |

SUMMARY

PFMD Zone 9

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| <u>EXPENDITURES</u> | | | | | |
| Personnel Services | - | - | - | - | - |
| Services and Supplies | - | 710 | 7,132 | 2,254 | 39,543 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | - | 710 | 7,132 | 2,254 | 39,543 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | - | 710 | 7,132 | 2,254 | 39,543 |
| <u>REVENUES</u> | | | | | |
| 259 3775 LLMD Property Assessments | - | - | 38,266 | 38,266 | 40,095 |
| 259 3775GF General Fund General Benefit | - | 1,420 | 978 | 978 | 1,247 |
| 259 3850 Interest | - | - | - | - | - |
| Gross Revenue | - | 1,420 | 39,244 | 39,244 | 41,342 |
| Contribution from fund balance | - | (710) | (32,112) | (36,990) | (1,799) |
| Net Revenue | - | 710 | 7,132 | 2,254 | 39,543 |

LINE ITEM SUMMARY

PFMD Zone 9

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|------|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| | <u>Personnel Services</u> | | | | | |
| | <i>Total Personnel Services</i> | - | - | - | - | - |
| | <u>Service and Supplies</u> | | | | | |
| 4879 | 4220 Operating Supplies | - | - | 5,932 | 2,000 | 8,100 |
| 4879 | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4879 | 4310 Professional Contract Services | - | 710 | 1,200 | 254 | 724 |
| 4879 | 4340 Utilities | - | - | - | - | - |
| 4879 | 4350 Repair/Maintenance Services | - | - | - | - | - |
| 4879 | 4352 Road Rehab | - | - | - | - | 30,070 |
| 4879 | 4353 Lighting Rehab | - | - | - | - | 226 |
| 4879 | 4354 Landscape Rehab | - | - | - | - | 423 |
| 4879 | 4360 Training | - | - | - | - | - |
| 4879 | 4825 Machinery & Equipment | - | - | - | - | - |
| 4879 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | - | 710 | 7,132 | 2,254 | 39,543 |
| | <u>Asset Replacements</u> | | | | | |
| 4879 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4879 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | - | 710 | 7,132 | 2,254 | 39,543 |

SUMMARY

PFMD Zone 10

| | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|---|---------------------|---------------------|----------------------|------------------------|----------------------|
| <u>EXPENDITURES</u> | | | | | |
| Personnel Services | - | - | - | - | - |
| Services and Supplies | - | - | - | 9,500 | 16,266 |
| Asset Replacement | - | - | - | - | - |
| Gross Expenditures | - | - | - | 9,500 | 16,266 |
| Transfers/Reimbursements | - | - | - | - | - |
| Net Expenditure | - | - | - | 9,500 | 16,266 |
| <u>REVENUES</u> | | | | | |
| 260 3775 LLMD Property Assessments | - | - | 17,870 | 17,870 | 17,870 |
| 260 3775GF General Fund General Benefit | - | - | 256 | 256 | 263 |
| 260 3850 Interest | - | - | - | - | - |
| Gross Revenue | - | - | 18,126 | 18,126 | 18,133 |
| Contribution from fund balance | - | - | (18,126) | (8,626) | (1,867) |
| Net Revenue | - | - | - | 9,500 | 16,266 |

LINE ITEM SUMMARY

PFMD Zone 10

| | | 2017-2018 Actual | 2018-2019 Actual | 2019-2020 Amended | 2019-2020 Projected | 2020-2021 Amended |
|------|--|---------------------|---------------------|----------------------|------------------------|----------------------|
| | <u>Personnel Services</u> | | | | | |
| | <i>Total Personnel Services</i> | - | - | - | - | - |
| | <u>Service and Supplies</u> | | | | | |
| 4880 | 4220 Operating Supplies | - | - | - | - | 5,366 |
| 4880 | 4230 Repair/Maintenance Supplies | - | - | - | - | - |
| 4880 | 4310 Professional Contract Services | - | - | - | 9,500 | 308 |
| 4880 | 4340 Utilities | - | - | - | - | - |
| 4880 | 4350 Repair/Maintenance Services | - | - | - | - | - |
| 4880 | 4352 Road Rehab | - | - | - | - | 10,305 |
| 4880 | 4353 Lighting Rehab | - | - | - | - | 94 |
| 4880 | 4354 Landscape Rehab | - | - | - | - | 193 |
| 4880 | 4360 Training | - | - | - | - | - |
| 4880 | 4825 Machinery & Equipment | - | - | - | - | - |
| 4880 | 4840 Autos And Trucks | - | - | - | - | - |
| | <i>Total Service and Supplies</i> | - | - | - | 9,500 | 16,266 |
| | <u>Asset Replacements</u> | | | | | |
| 4880 | 4825AR Machinery and Equipment Asset Replace | - | - | - | - | - |
| 4880 | 4840AR Autos/Trucks Asset Replace | - | - | - | - | - |
| | <i>Total Asset Replacements</i> | - | - | - | - | - |
| | Net Expenditure | - | - | - | 9,500 | 16,266 |



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

Staff Report

Item No: 3-7

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager
Date: October 13, 2020 Meeting Date: October 20, 2020
Subject: Side Letter Number 1 between the City of Lemoore and the General Association of Service Employment Unit (GASE)

- | | |
|--|--|
| <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 Side Letter Number 1 between the City of Lemoore and the General Association of Service Employment Unit.

Subject/Discussion:

Health Benefits premiums have continuously been on the rise. The City received the 2021 health premium rates from Keenan and learned there was an 8.75% increase in comparison to the 2020 rates. City staff met with the Health Benefits committee and has been working on a solution to mitigate the increase for employees.

GASE requested and Council directed staff to negotiate a potential side letter on Health Benefits only. GASE and the City have negotiated a side letter which will address the unexpected increase for this year.

Attached as Exhibit A is the side letter agreement. The agreement proposes that the City for the 2021 plan year only will contribute \$1,625.00 to health, dental, and vision plans for each employee. This increase shall occur for the 2021 plan year only and will terminate at the end of that year. Any difference or additional increases for the 2021 plan year relating to medical insurance premiums will be borne by the individual City employees. This additional benefit will be in addition to any benefits provided for by the MOU.

Financial Consideration(s):

The City has agreed to pay \$1,625.00 per employee towards health benefits. The cost to the City will be dependent on the amount of participants and the plans selected.

Pros/Cons:**Pros:**

- Terms are acceptable to GASE.
- Less out of pocket cost for the employees.

Cons:

- Increased fiscal impact on the City.

Recommendation:

Staff recommends approval of Side Letter Number 1 attached hereto as Exhibit A.

Attachments:

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

List: Side Letter No. 1

Review:

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

Date:

10/13/2020
10/14/2020
10/14/2020
10/14/2020
10/13/2020

SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF LEMOORE
AND
LEMOORE GENERAL ASSOCIATIONS OF SERVICE EMPLOYMENT

This Side Letter of Agreement is entered into by and between the City of Lemoore (the "City") and the Lemoore General Associations of Service Employment ("GASE"), collectively referred to as the "Parties."

The purpose of this Agreement is to modify the Memorandum of Understanding ("MOU") entered into by the Parties effective July 1, 2020 through June 30, 2021.

The change to the MOU between the City and GASE is as follows:

1. Article 8, Section A of the MOU is revised as follows:

"The City's contribution to the employees' health benefits covered by the City's health plan will equal up to **\$1,625.00** monthly for each employee. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health benefit coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted **bi-monthly (24 pay periods)** from the employee's gross paycheck." [Change from original MOU noted in **bold**.]

2. Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter of Agreement shall be incorporated into the MOU as adopted.

CITY OF LEMOORE

LEMMORE GENERAL ASSOCIATIONS
OF SERVICE EMPLOYMENT



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

Staff Report

Item No: 3-8

To: Lemoore City Council

From: Michelle Speer, Assistant City Manager

Date: October 13, 2020

Meeting Date: October 20, 2020

Subject: Side Letter Number 1 between the City of Lemoore and the Lemoore Police Officers Association (LPOA)

- | | |
|--|--|
| <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 Side Letter Number 1 between the City of Lemoore and the Lemoore Police Officers Association.

Subject/Discussion:

Health Benefits premiums have continuously been on the rise. The City received the 2021 health premium rates from Keenan and learned there was an 8.75% increase in comparison to the 2020 rates. City staff met with the Health Benefits committee and has been working on a solution to mitigate the increase for employees.

LPOA requested and Council directed staff to negotiate a potential side letter on Health Benefits only. LPOA and the City have negotiated a side letter which will address the unexpected increase for this year.

Attached as Exhibit A is the side letter agreement. The agreement proposes that the City for the 2021 plan year only will contribute \$1,625.00 to health, dental, and vision plans for each employee. This increase shall occur for the 2021 plan year only and will terminate at the end of that year. Any difference or additional increases for the 2021 plan year relating to medical insurance premiums will be borne by the individual City employees. This additional benefit will be in addition to any benefits provided for by the MOU.

Financial Consideration(s):

The City has agreed to pay \$1,625.00 per employee towards health benefits. The cost to the City will be dependent on the amount of participants and the plans selected.

Pros/Cons:**Pros:**

- Terms are acceptable to LPOA.
- Less out of pocket cost for the employees.

Cons:

- Increased fiscal impact on the City.

Recommendation:

Staff recommends approval of Side Letter Number 1 attached hereto as Exhibit A.

Attachments:

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

List: Side Letter No. 1

Review:

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

Date:

10/13/2020
10/14/2020
10/14/2020
10/14/2020
10/13/2020

SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF LEMOORE
AND
LEMOORE POLICE OFFICERS ASSOCIATION

This Side Letter of Agreement is entered into by and between the City of Lemoore (the "City") and the Lemoore Police Officers Association ("POA"), collectively referred to as the "Parties."

The purpose of this Agreement is to modify the Memorandum of Understanding ("MOU") entered into by the Parties effective July 1, 2020 through June 30, 2021.

The change to the MOU between the City and LPOA is as follows:

1. Article 15, Section 1 of the MOU is revised as follows:

"The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to **\$1,625.00** monthly for each employee. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health benefit coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted **bi-monthly (24 pay periods)** from the employee's gross paycheck." [Change from original MOU noted in **bold**.]

2. Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter of Agreement shall be incorporated into the MOU as adopted.

CITY OF LEMOORE

POLICE OFFICERS ASSOCIATION



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

Staff Report

Item No: 3-9

To: Lemoore City Council

From: Michelle Speer, Assistant City Manager

Date: October 13, 2020

Meeting Date: October 20, 2020

Subject: Side Letter Number 1 between the City of Lemoore and the Lemoore Police Sergeants Unit (LPSU)

- | | |
|--|--|
| <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 Side Letter Number 1 between the City of Lemoore and the Lemoore Police Sergeants Unit.

Subject/Discussion:

Health Benefits premiums have continuously been on the rise. The City received the 2021 health premium rates from Keenan and learned there was an 8.75% increase in comparison to the 2020 rates. City staff met with the Health Benefits committee and has been working on a solution to mitigate the increase for employees.

LPSU requested and Council directed staff to negotiate a potential side letter on Health Benefits only. LPSU and the City have negotiated a side letter which will address the unexpected increase for this year.

Attached as Exhibit A is the side letter agreement. The agreement proposes that the City for the 2021 plan year only will contribute \$1,625.00 to health, dental, and vision plans for each employee. This increase shall occur for the 2021 plan year only and will terminate at the end of that year. Any difference or additional increases for the 2021 plan year relating to medical insurance premiums will be borne by the individual City employees. This additional benefit will be in addition to any benefits provided for by the MOU.

Financial Consideration(s):

The City has agreed to pay \$1,625.00 per employee towards health benefits. The cost to the City will be dependent on the amount of participants and the plans selected.

Pros/Cons:**Pros:**

- Terms are acceptable to LPSU.
- Less out of pocket cost for the employees.

Cons:

- Increased fiscal impact on the City.

Recommendation:

Staff recommends approval of Side Letter Number 1 attached hereto as Exhibit A.

Attachments:

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

List: Side Letter No. 1

Review:

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

Date:

10/13/2020
10/14/2020
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10/13/2020

SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF LEMOORE
AND
LEMOORE POLICE SERGEANTS ASSOCIATION

This Side Letter of Agreement is entered into by and between the City of Lemoore (the "City") and the Lemoore Police Sergeants Association ("LPSU"), collectively referred to as the "Parties."

The purpose of this Agreement is to modify the Memorandum of Understanding ("MOU") entered into by the Parties effective July 1, 2020 through June 30, 2021.

The change to the MOU between the City and LPSU is as follows:

1. Article 15, Section 1 of the MOU is revised as follows:

"The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to **\$1,625.00** monthly for each employee. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health benefit coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted **bi-monthly (24 pay periods)** from the employee's gross paycheck." [Change from original MOU noted in **bold**.]

2. Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter of Agreement shall be incorporated into the MOU as adopted.

CITY OF LEMOORE

POLICE SERGEANTS ASSOCIATION



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

Staff Report

Item No: 3-10

To: Lemoore City Council

From: Michelle Speer, Assistant City Manager

Date: October 13, 2020

Meeting Date: October 20, 2020

Subject: Side Letter Number 1 between the City of Lemoore and the Lemoore Professional Service Bargaining Unit (PSBU)

- | | |
|--|--|
| <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 Side Letter Number 1 between the City of Lemoore and the Lemoore Professional Service Bargaining Unit.

Subject/Discussion:

Health Benefits premiums have continuously been on the rise. The City received the 2021 health premium rates from Keenan and learned there was an 8.75% increase in comparison to the 2020 rates. City staff met with the Health Benefits committee and has been working on a solution to mitigate the increase for employees.

PSBU requested and Council directed staff to negotiate a potential side letter on Health Benefits only. PSBU and the City have negotiated a side letter which will address the unexpected increase for this year.

Attached as Exhibit A is the side letter agreement. The agreement proposes that the City for the 2021 plan year only will contribute \$1,625.00 to health, dental, and vision plans for each employee. This increase shall occur for the 2021 plan year only and will terminate at the end of that year. Any difference or additional increases for the 2021 plan year relating to medical insurance premiums will be borne by the individual City employees. This additional benefit will be in addition to any benefits provided for by the MOU.

Financial Consideration(s):

The City has agreed to pay \$1,625.00 per employee towards health benefits. The cost to the City will be dependent on the amount of participants and the plans selected.

Pros/Cons:**Pros:**

- Terms are acceptable to PSBU.
- Less out of pocket cost for the employees.

Cons:

- Increased fiscal impact on the City.

Recommendation:

Staff recommends approval of Side Letter Number 1 attached hereto as Exhibit A.

Attachments:

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

List: Side Letter No. 1

Review:

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

Date:

- 10/13/2020
- 10/14/2020
- 10/14/2020
- 10/14/2020
- 10/13/2020

LETTER OF AGREEMENT
BETWEEN
CITY OF LEMOORE
AND
PROFESSIONAL SERVICES BARGAINING UNIT

This Side Letter of Agreement is entered into by and between the City of Lemoore (the "City") and the Lemoore Professional Services Bargaining Unit ("PSBU"), collectively referred to as the "Parties."

The purpose of this Agreement is to modify the Memorandum of Understanding ("MOU") entered into by the Parties effective July 1, 2020 through June 30, 2021.

The change to the MOU between the City and PSBU is as follows:

1. Article 12, Section 1 of the MOU is revised as follows:

"The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to **\$1,625.00** monthly for each employee. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health benefit coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted **bi-monthly (24 pay periods)** from the employee's gross paycheck." [Change from original MOU noted in **bold**.]

2. Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter of Agreement shall be incorporated into the MOU as adopted.

CITY OF LEMOORE

PROFESSIONAL SERVICE
BARGAINING UNIT



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Staff Report

Item No: 3-11

To: Lemoore City Council

From: Michelle Speer, Assistant City Manager

Date: October 13, 2020

Meeting Date: October 20, 2020

**Subject: Resolution 2020-34 – Approving Changes in Benefits for the
Unrepresented Employees of the City**

- | | |
|--|--|
| <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 2020-34 regarding changes in benefits for unrepresented City employees.

Subject/Discussion:

Health Benefits premiums have continuously been on the rise. The City received the 2021 health premium rates from Keenan and learned there was an 8.75% increase in comparison to the 2020 rates. City staff met with the Health Benefits committee and has been working on a solution to mitigate the increase for employees.

The City Manager recommends that similar benefits are provided to the unrepresented employees of the City.

A summary of the significant terms are outlined below:

Term: 1 calendar year; January 1, 2021 to December 31, 2021.

Health Benefits: The City will contribute, \$1,625.00 monthly to the employee's health benefits.

Financial Consideration(s):

The City has agreed to pay \$1,625.00 per employee towards health benefits. The cost to the City will be dependent on the amount of participants and the plans selected.

Pros/Cons:**Pros:**

- Less out of pocket cost for the employees.

Cons:

- Fiscal impact on the City.

Recommendation:

Staff recommends adopting Resolution 2020-34, approving changes in benefits for the unrepresented employees of the City.

Attachments:

- ☒ Resolution: 2020-34
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

Review:

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

Date:

- 10/13/2020
- 10/14/2020
- 10/14/2020
- 10/14/2020
- 10/13/2020

RESOLUTION NO. 2020-34

**A RESOLUTION OF THE LEMOORE CITY COUNCIL APPROVING
CHANGES IN BENEFITS FOR THE UNREPRESENTED EMPLOYEES OF THE
CITY**

WHEREAS, the City of Lemoore, through its City Manager proposes changes to benefits of unrepresented employees of the City; and

WHEREAS, the City Council now desires to formally approve those changes reflection in “Exhibit A”, attached to the resolution; and

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

1. The terms of “Exhibit A” are hereby approved for unrepresented employees of the City.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Lemoore held on the 20th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

Marisa Avalos, City Clerk

Edward Neal, Mayor

EXHIBIT A
OCTOBER 20, 2020

1. Beginning January 1, 2021 and ending on December 31, 2021.
2. The City will contribute, for the 2021 plan year only, \$1,625.00 monthly to the employees' health benefits. This cap shall occur for the 2021 plan year only and will terminate at the end of that year. Any difference or additional increases for the 2021 plan year relating to medical insurance premiums will be borne by the individual City employees.



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Staff Report

Item No: 4-1

To: Lemoore City Council

From: Frank Rivera, Public Works Director

Date: October 8, 2020

Meeting Date: October 20, 2020

Subject: Resolution 2020-35 – Proceeding with the Abatement Process for the Property Located at 341 Heinlen/311 E Street APN; 020-054-007-000

Strategic Initiative:

- | | |
|--|--|
| <input checked="" 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:

Conduct a public hearing for the declaration of 341 Heinlen/ 311 E Street as a public nuisance, and adopt Resolution 2020-35.

Subject/Discussion:

On September 1, 2020, Council passed Resolution 2020-30, which declared 341 Heinlen/ 311 E Street a public nuisance due to a public safety hazard. Following the steps outlined in the City of Lemoore Municipal Code Title 8 Chapter 2, Council is to hold a public hearing, allowing for any public testimony regarding the property.

Pending the public hearing, Staff is asking Council to approve Resolution 2020-35, allowing the City to move forward with the abatement process. The resolution outlines what actions the property owners will need to complete, set a deadline for the work to be completed, and allow the Public Works Director to abate the property if the owner fails to comply, and is as follows.

| Work to be Completed | Deadline |
|--|---|
| a) The plans for the repairs shall be submitted to the City for final approval. | Within the 15 days following adoption of Resolution 2020-XX. |
| b) The building shall be repaired to a state of structural integrity such that the alley is deemed safe to reopen. | Within the 30 days following the approval of the plans. |
| c) Any additional repair work required to make the building safe for occupancy. | Within the 30 days following the safe reopening of the alley. |

If the City must move forward with the abatement of the property, bids will be collected to complete the work, and the costs associated will be assessed to the property owner, resulting in a lien if necessary.

Financial Consideration(s):

If the City is forced to remove or repair the building, the general fund will need to front the costs, until they can be recouped from the property owner, possibly through a lien.

Alternatives or Pros/Cons:

Pros:

- Makes the property safe, and improves the current situation affecting the surrounding business' and apartment tenants.

Cons:

- General Fund may be negatively impacted due to cost of removal, until the money is recouped.

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends that City Council conduct a public hearing, and pending the outcome, adopt Resolution 2020-35.

Attachments:

- ☒ Resolution: 2020-35
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

Review:

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

Date:

- 10/13/2020
- 10/14/2020
- 10/14/2020
- 10/14/2020
- 10/13/2020

RESOLUTION NO. 2020-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
PROCEEDING WITH THE ABATEMENT PROCESS FOR THE PROPERTY
LOCATED AT 341 HEINLEN/311 E STREET; APN: 020-054-007-000**

WHEREAS, Lemoore Municipal Code Chapter 2 Title 8 Chapter 2 of the California Health and Safety Code Section 17920.3 provides a means for the City Council to find and declare public nuisances; and

WHEREAS, the City Council has received a report that certain buildings and structures located in the City of Lemoore constitute a public nuisance; and

WHEREAS, the City Council desires to continue that process which will abate and remove fire and public safety hazards from the City by declaring them to be public nuisances pursuant to the Municipal Code; and

WHEREAS, the City Council adopted Resolution 2020-30, and conducted a public hearing as stated in the Municipal Code for the Council to hear and consider all objections and protest, if any; and

WHEREAS, at the conclusion of the public hearing the City Council may find and determine that such unsafe or dilapidated building or structure may be made safe by repair or that the Public Works Director may remove that said unsafe or dilapidated building or structure

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

1. The Council hereby find and declares that 341 Heinlen/311 E Street is declared a public nuisance.
2. Said property is described as assessor parcel number 020-054-007-000 in the City of Lemoore, County of Kings.
3. The following shall be considered the timeline for such repair:

| Work to be Completed | Deadline |
|--|---|
| a) The plans for the repairs shall be submitted to the City for final approval. | Within the 15 days following adoption of Resolution 2020-XX. |
| b) The building shall be repaired to a state of structural integrity such that the alley is deemed safe to reopen. | Within the 30 days following the approval of the plans. |
| c) Any additional repair work required to make the building safe for occupancy. | Within the 30 days following the safe reopening of the alley. |

4. If the property owner fails to comply with any of the deadlines, the Public Works Director, or designee, is hereby directed to obtain bids and proceed with the abatement of the public nuisance, unless otherwise dismissed.
5. Any costs associate with the City's abatement will be passed along to the property owner, which could result in a lien on the property.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a regular meeting held on the 20th day of October, 2020 by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Edward Neal
Mayor



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Staff Report

Item No: 5-1

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: October 12, 2020

Meeting Date: October 20, 2020

Subject: Direction regarding Downtown Merchants' Advisory Committee

Strategic Initiative:

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

Proposed Motion:

Direction only.

Subject/Discussion:

On September 15, 2020, staff brought forward to City Council, an item regarding the Downtown Merchant's Advisory Committee (DMAC). The intent at the time was to discuss the viability of the DMAC and whether or not Council would like to leave the committee intact, or revise the Ordinance and allow for another mechanism for the downtown merchants to meet and provide recommendations to City Council. The City Council tabled the item until October 20, 2020 in order to have a chance to attend the DMAC meeting scheduled for October 8, 2020 and receive feedback from the committee. The October 8, 2020 DMAC meeting was cancelled due to lack of a quorum.

As such, staff is bringing back the item for discussion and direction. As background, pursuant to Municipal Code sections 3-2-1, *et seq.*, the Downtown Merchants' Advisory Committee ("DMAC") was created "[for the sole purpose of advising the Council and making recommendations on the operation and extent of the area, the methods and ways in which the revenue derived from the assessment...shall be used., **and to have and to perform such other powers and duties as the Council may determine.**" [Emphasis added.]

The above-referenced assessments are collected by the City pursuant to the Municipal Code and held in a separate fund for use by the DMAC. There are also additional “costs” associated with maintaining the DMAC that include the use of City staff assigned to assist the DMAC in preparation of meeting agendas and to assist in running those meetings (that have been held sporadically over the last several years, as it has been difficult to obtain a quorum at the scheduled meetings). In addition to these costs, the DMAC is also subject to the requirements of the Brown Act and must follow certain procedures with respect to the expenditure of the collected assessment.

Recently, the DMAC submitted a letter (attached as Exhibit A) to the Lemoore City Council requesting additional powers and duties including the ability “...to discuss and make recommendation [sic] on issues that affect [the] Downtown Business District through a municipal code modification.” An example of such a recommendation could be related to matters such as the most recent tax measure placed on the November 3, 2020 ballot.

Based on the fiscal position of the City and the difficulty in obtaining a quorum in order to conduct the DMAC meetings on a regular basis, as discussed above, one other option the Council could consider is the elimination of the DMAC. Such would allow the Downtown Merchants (“DM”) to meet according to their own schedule and to address their needs on a less formal basis as well as save staff time and resources.

Should the Council direct staff to bring back a related code amendment, there are two options for collection of the funds;

1. The City can continue to collect the tax and enter into an agreement with a non-profit regarding downtown services and issue the funds at regular intervals for use by the non-profit, at their discretion or,
2. The City can cease collection of the funds (downtown business tax assessment) and the downtown merchants can form their own non-profit, if they so choose, and collect funds on their own.
3. The City collects funds and keep as committed revenues to be used in the downtown area that are in compliance with the current DMA provisions.

Staffs’ recommendation is to revise the current ordinance to permanently disband the Downtown Merchant’s Advisory Committee, but continue to collect the assessment and enter into an agreement with a non-profit for use of the funds.

Financial Consideration(s):

There is a cost associated with amending the Municipal Code sections regardless of whether the code is to be amended to allow for additional powers and duties or it is to be amended to disband the DMAC.

Alternatives:

Provide direction to maintain the DMAC as it currently exists without granting additional powers and duties.

Staff Recommendation:

Staff recommends disbanding the DMAC thereby allowing the downtown merchants to operate more efficiently as an independent decision making group.

Attachments:

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

Review:

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

Date:

10/13/2020
10/14/2020
10/14/2020
10/14/2020
10/13/2020

August 5, 2020

To: Lemoore City Council

From: Downtown Merchants Advisory Committee

Re: Request for expanded scope

The Downtown Merchants Advisory Committee has long been concerned with and discussed issues related specifically to Downtown Lemoore's Business District. Our purview has long been much broader than just the oversight of PBIA/Downtown Business Improvement Fund.

For example, these items have appeared on our agenda and minutes and often supplemented by Staff Reports. Issues such as:

Parking, one-way streets, beautification, blight, trees/planters, maintenance, irrigation, music service and overall revitalization and business improvement.

It recently became evident that the City viewed the DMAC scope was limited to just oversight of the PBIA/Downtown Business Improvement Fund. This runs counter to what the DMAC has actually been responsible for historically.

The members of the DMAC are Downtown Business Owners and vested in the success of Downtown more than any other body within the City. It only makes sense to utilize the collective knowledge and insight of these vested Board Members to provide recommendations and guidance when appropriate for issues related to the Downtown Business District. The City of Lemoore would benefit from having these concerned and engaged citizens and business owners provide feedback and recommendations to City Council and City Staff when appropriate.

Therefore, the members of the Downtown Merchants Advisory Committee respectfully request the City Council to consider and approve officially giving the DMAC the authority to discuss and make recommendation on issues that affect our Downtown Business District through a municipal code modification.

Respectfully,

DMAC



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Staff Report

Item No: 5-2

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: October 13, 2020

Meeting Date: October 20, 2020

Subject: Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and People's Properties, LLC for Cannabis Cultivation and Consideration of two Lease Purchase Option Agreements of City Property to People's Properties, 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 Motions:

1. Conclude the consideration of a Project Development Agreement ("PDA") attached as Exhibit "A" and a Cannabis Regulatory Permit proposed by and between the City of Lemoore and People's Properties, LLC (Developer). Authorize City Manager or designee to sign PDA and issue Cannabis Regulatory Permit.
2. Approve Lease Purchase Option Agreement ("LPO") (Exhibit "B") for use of approximately 73 acres of city property.
3. Approve LPO (Exhibit "C") for use of 19 acres of city property.

Background:

At the October 6, 2020 Council meeting, Council held the public hearing and closed the public portion. During Council deliberation the item was continued to this meeting for action.

Subject/Discussion:

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 PDA. The Developer has successfully completed the application process and all required background checks.

Developer proposes to operate a commercial cannabis cultivation and related agricultural-processing and distribution uses on the two leased sites and adjacent sites in the future. The Developer has requested and staff is recommending that the PDA include a provision providing the Developer with a vested right to proceed with the proposed land uses consistent with all applicable laws currently in place. The PDA reserves the right to apply any federal, state, county legal changes or local actions necessary to protect the public health and safety.

The proposed agricultural uses are deemed exempt from the California Environmental Quality Act (CEQA) under the general rule where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment CEQA Guidelines Section 15061(b)(3).

Financial Consideration(s):

Cannabis Fees

People's Properties, LLC will be responsible for a fee of 2% of gross receipts or Spot Pricing, whichever is higher, from the first 100 acres of Biomass and 1% for each acre above 100 or Spot Pricing, whichever is higher. Along with a 3% of gross receipts for the Flower.

Lease Revenue

People's Properties, LLC will pay annual rent of \$2,000 per usable acre for the approximately 73 acres LPO and the 19 acre LPO. 90% of the rent shall be credited to the purchase price if the option to purchase is exercised.

The 73 acre LPO purchase price is \$1,040,000 and the 19 acre LPO purchase price is \$570,000.

Alternatives or Pros/Cons:

Pros:

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

Cons:

- Public Perception

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends concluding Council deliberation, adopting the PDA and directing City Manager or designee to sign the PDA and issue a Cannabis Regulatory Permit proposed by and between the City of Lemoore and People's Properties, LLC. Additionally, staff recommends approval of the two LPO Agreements with People's Properties, LLC.

Attachments:

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

List: Project Development Agreement
Lease Purchase Option Agreements

Review:

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

Date:

10/13/2020
10/14/2020
10/14/2020
10/14/2020
10/13/2020

PROJECT DEVELOPMENT AGREEMENT

CITY OF LEMOORE

AND

PEOPLE'S FARMING, LLC

DEVELOPMENT AGREEMENT

This Project Development Agreement (“Agreement”) is entered into effective October __, 2020 (“Effective Date”) between the City of Lemoore, a California charter city (“City”) and People’s Farming, LLC , a California limited liability company (“Developer”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

- A. This Agreement is contingent on Developer obtaining a commercial cannabis regulatory permit (“Regulatory Permit”) to conduct commercial cannabis cultivation and related uses as described in Section I below and consistent with the Ordinance.
- B. Developer represents that its principals are experienced developers and/or operators of commercial cannabis operations or have otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Property. Developer acknowledges that it will be responsible for all improvements to the Property necessary for the Project.
- C. Developer represents its intention to use reasonable efforts to hire City residents 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 and Developer agree as follows:

I. Development of Property. Developer proposes to develop and operate a Commercial Cannabis Operation, which includes, cultivation, agricultural-related processing and distribution of cannabis on no more than 2,000 acres with irrigation and related infrastructure to serve the uses (“Project”) under MAUCRSA and the Ordinance. For purposes of this Agreement, the definition of Property and Project shall include additional parcels noted on map attached as **Exhibit A** to be used for similar land uses as identified above.

Developer agrees to the following:

- Developer to pay for all infrastructure and development costs relating to the Project.
- Developer to install 8’ chain link fence with barbed wire around complete perimeter with lighting and security cameras.
- Developer has the option to install wind screens up to 12’ inside the perimeter.
- Developer must provide on-site security personnel for two weeks before crop harvest and during drying, 24 hours per day.

- Developer will ensure City access to operate, repair and maintain well-sites and other City utilities noted on or near the Property.

A Cannabis Regulatory Permit is required prior to the development of the Property or following any assignment or transfer of Project or Property to be used for a commercial cannabis operation.

City Council finds that upon the grant of a Cannabis Regulatory Permit and the approval of this Agreement, the Developer shall have invested a substantial sum in reliance on the approvals, including, but not limited to, cannabis regulatory permitting related to the Property and annual lease payment of \$142,000. Therefore, the Council agrees that during the Term of this Agreement, the Developer shall have a vested right subject to this Agreement to undertake the development and operation of the Project in accordance with the Project approvals issued by the City. No Subsequent Land Use Regulation (defined below) shall delay, hinder, materially increase the cost of development or operation or impede the purpose or the effect of the vested rights of the Developer which arise hereunder unless necessitated by county, state, federal law or local public health and safety necessity.

Except as otherwise provided under the provisions of this Agreement, the only rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development and operation of the Property, shall be those set forth in the Existing Land Use Regulations and the Subsequent Land Use Regulations (if any) to which Developer has consented in writing, subject to the terms of this Agreement.

“Existing Land Use Regulations” means all ordinances, laws, resolutions, codes, rules, regulations, moratoria, initiatives, policies, requirements, or guidelines of the City in effect on the Agreement Effective Date (defined below) which govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to, the General Plan, the Zoning Code, and all other ordinances of City establishing subdivision standards, park regulations, impact or development fees and building and improvement standards.

“Subsequent Land Use Regulations” means any change in or addition to the Existing Land Use Regulations which would otherwise be applicable to the Property and the Project and which are adopted by the City after the Agreement Effective Date and which thereafter become effective during the Term, including, without limitation, any change in the general or a specific plan, zoning, subdivision, or building regulation applicable to the Property, including, without limitation, any such Subsequent Land Use Regulation which is enacted by means of an ordinance, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the City Council or any other board, agency, commission or department of City, or any officer or employee thereof, which affected the Existing Land Use Regulations of the City during the Term, and which would, absent this Agreement, otherwise be applicable to the Project.

The City does not have legal authority or control of land outside the city limits and this Agreement does not bind the City to undertake actions related to land outside the city limits. This Agreement will be effective upon final annexation approval of land noted in **Exhibit A**.

“Agreement Effective Date” means the effective date of the City legislative action approving 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. Fees. Developer shall pay to City the following fees:

a. **Biomass Fee.** Developer agrees to pay the City the lower of either (i) 2% of gross receipts or Spot pricing, whichever is higher, for the first 100 acres in aggregate and 1% of gross receipts or Spot Pricing, whichever is higher, for acreage above 100 due within 45 days following the end of each calendar quarter; or (ii) the sum total of any cannabis related business tax applicable to Developer’s operations should City adopt and the voters pass a cannabis business tax ordinance in the future (collectively, “Biomass Cannabis Fees”). Developer shall be granted most favored nations in that if the City agrees to a lower Biomass Fee with any other similarly situated developer then the Biomass Cannabis Fees shall be automatically reduced to the lower fee without any further action by the City or Developer. The City shall provide Developer written notice within thirty (30) days of agreeing to the lower fee.

b. **Flower Fee.** Developer agrees to pay the City 3% of gross receipts for flower.

The cannabis fees shall be fixed as specified in this Section IV for the Term of this Agreement, and under no event shall the Cannabis Fees be increased during the Term of this Agreement.

The requirements of this Section shall be a recorded covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property. The covenants shall expire on the expiration or earlier termination of this Agreement.

V. Local Contractors. To the extent practical, Developer will use reasonable efforts to hire construction/remodel contractors for the Property that are based within the City of Lemoore or whose work force is made up of a significant number (e.g. 30%) of residents of the City of Lemoore (a “Local Contractor”). Nothing in this section V. shall be construed to require Developer to accept a bid from a Local Contractor that is more than five percent (5%) higher than the lowest bid received for the same or similar work.

VI. Compliance with Laws. Developer shall operate the commercial cannabis operation in substantial conformity with the MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall similarly 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 Property.

VII. Administrative Actions. The parties acknowledge that in the future there could be claims, enforcement actions, requests for information, subpoenas, criminal or civil actions initiated or served by either the Federal Government or the State Government in connection with Developer's development, operation and use of the Property (collectively, "Actions"). If any Action is brought by either the Federal or State Government, City shall, consistent with applicable law, (i) immediately notify Developer of the nature of the Claim, and if applicable law allows, provide Developer no more than ten days from the date of the notice to obtain injunctive or other relief. City, and (ii) and provide all correspondence or documents submitted to the City.

VIII. Developer's 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 Developer, Developer's tenants, subtenants, licensees, contractors and employees (“Developer Parties”) in connection with the commercial cannabis operation conducted on the Property after the issuance of the Regulatory Permit (“Cannabis Claims”). Developer's defense and indemnity obligations under this Agreement shall apply, regardless of intent or fault, to any allegation or claim of liability brought against the City related to the subject Project, including land use and environmental law actions or meeting notice law actions following Project approval, modification, or denial. Developer's duty shall arise at the first claim, petition, or allegation of liability against City. 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 of subsection (a), 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 Property, 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"). Developer's liability under this Subsection (b) is limited to the extent the property damage or bodily injury is caused by the sole negligence or willful misconduct of City or its agents or employees.

IX. Restrictions on Encumbrance, Assignment or Transfer.

a. Prior to the exercise of the purchase option and close of escrow. Developer shall not encumber the Property without prior written permission of City.

b. Following the exercise of the purchase option and close of escrow. Developer can encumber, sell, mortgage, assign or transfer the Property consistent with this Agreement. This cannabis regulatory Agreement would not be extinguished by a mortgage foreclosure so long as the foreclosing owner complies with all regulatory permits and applicable law relating to transfers of the Agreement.

c. Assignment/Transfer. In the case of a transfer of this Agreement or any of Developer's rights hereunder, Developer shall; (i) provide advance written notice of the proposed transfer, (ii) provide its representation and documentation that the transferee has similar experience and similar financial capacity as Developer possessed on the Effective Date of this Agreement, to undertake the obligations of this Agreement, and (iii) provide proposed assignment documents indicating whether the Developer or transferee or both will assume the obligations of this Agreement. If the transferee has similar commercial cannabis agricultural experience and financial capacity as Developer, the transfer may relieve the Developer of its obligations upon execution of an assignment agreement in a form reasonably approved by the City. If the City disagrees with the proposed transfer, the parties may submit the dispute to a neutral mediation with each party sharing the mediator costs. If the parties remain in disagreement following mediation, the parties may submit a decision to an arbitrator for a binding decision. The parties shall share the costs of arbitration.

d. Assignee Obligations. In the absence of specific written agreement by City or binding arbitration decision, 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 assignment agreement in a form reasonably approved by the City assuming such obligations and has received a regulatory permit.

X. 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.

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: _____

Tel: (____) ____ - ____
Fax: (____) ____ - ____
Email: _____

With a copy to: Mary Lerner
Lozano Smith
7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: mlerner@lozanosmith.com

To Developer: _____
People’s Farming, LLC

Tel: (____) ____ - ____
Fax: (____) ____ - ____
Email: _____

With a copy to: Attn: _____

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 Developer and City, and their respective successors and assigns. Whenever the term “Developer” is used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Developer’s successors and assigns in and to the Property.

c. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the 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. City Approvals and Actions. City shall maintain authority over this Agreement, and the authority to implement this Agreement through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

f. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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.

m. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to the 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.

n. 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.

o. Term. The term of this Agreement ("Term") shall be for a period of fifty (50) years commencing on the Effective Date. Notwithstanding anything to the contrary herein, the Term shall be automatically be extended one (1) additional period of forty-nine (49) years after the initial expiration date unless either party gives written notice of intent to terminate to the other party. The notice of intent to terminate shall be given no more than 12 months and no less than 6 months prior to the expiration of the initial Term.

p. Savings Clause. If any provision of this Agreement or the application thereof is held in-valid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the City and the Developer have executed this Project Development Agreement as of the date set forth above.

Dated: _____

PEOPLE’S FARMING, LLC

By: _____
(Signature)

(Print)

Dated: _____

CITY OF LEMOORE

By: _____
Nathan Olson, City Manager

ATTEST:

By: _____
Marisa Avalos, City Clerk

J:\wdocs\01943\001\agt\00800118.DOCX

EXHIBIT A

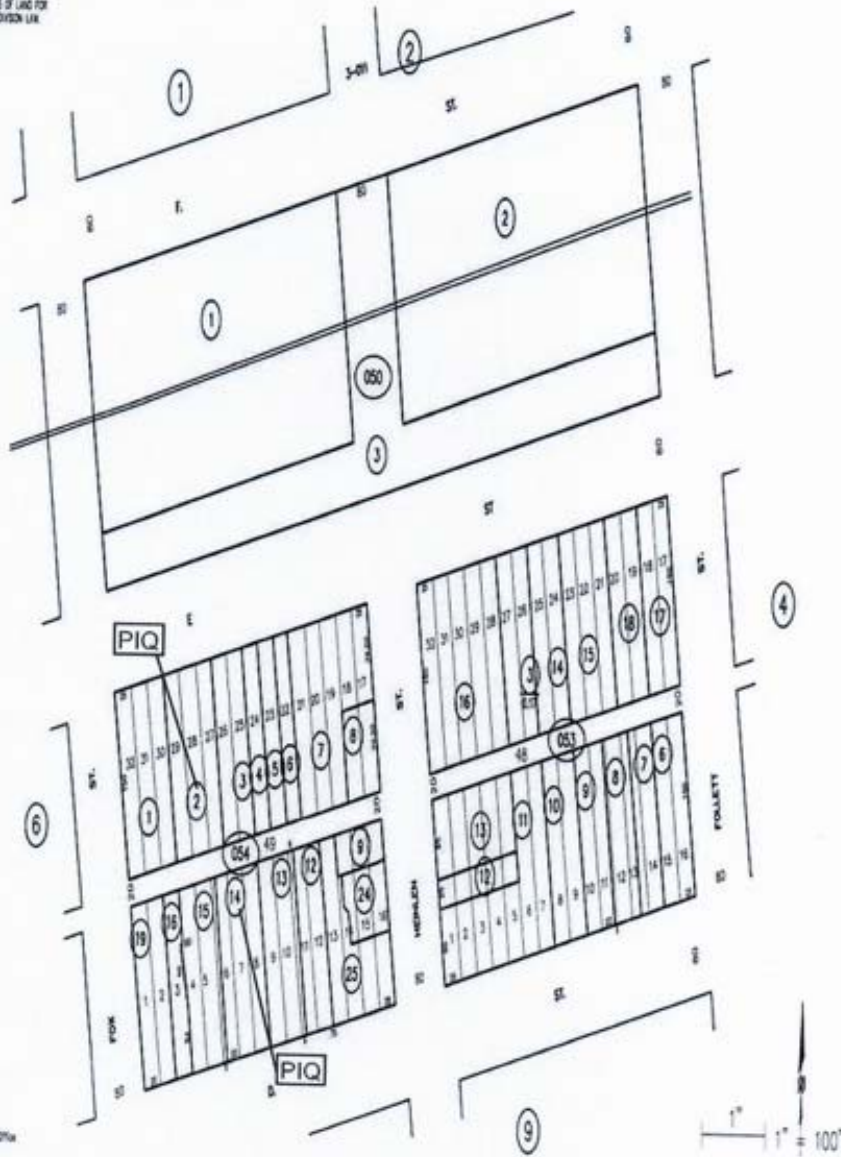
LEGAL DESCRIPTION AND DEPICTION OF PARCEL 4

[See Attached]

KINGS COUNTY ASSESSOR'S MAP

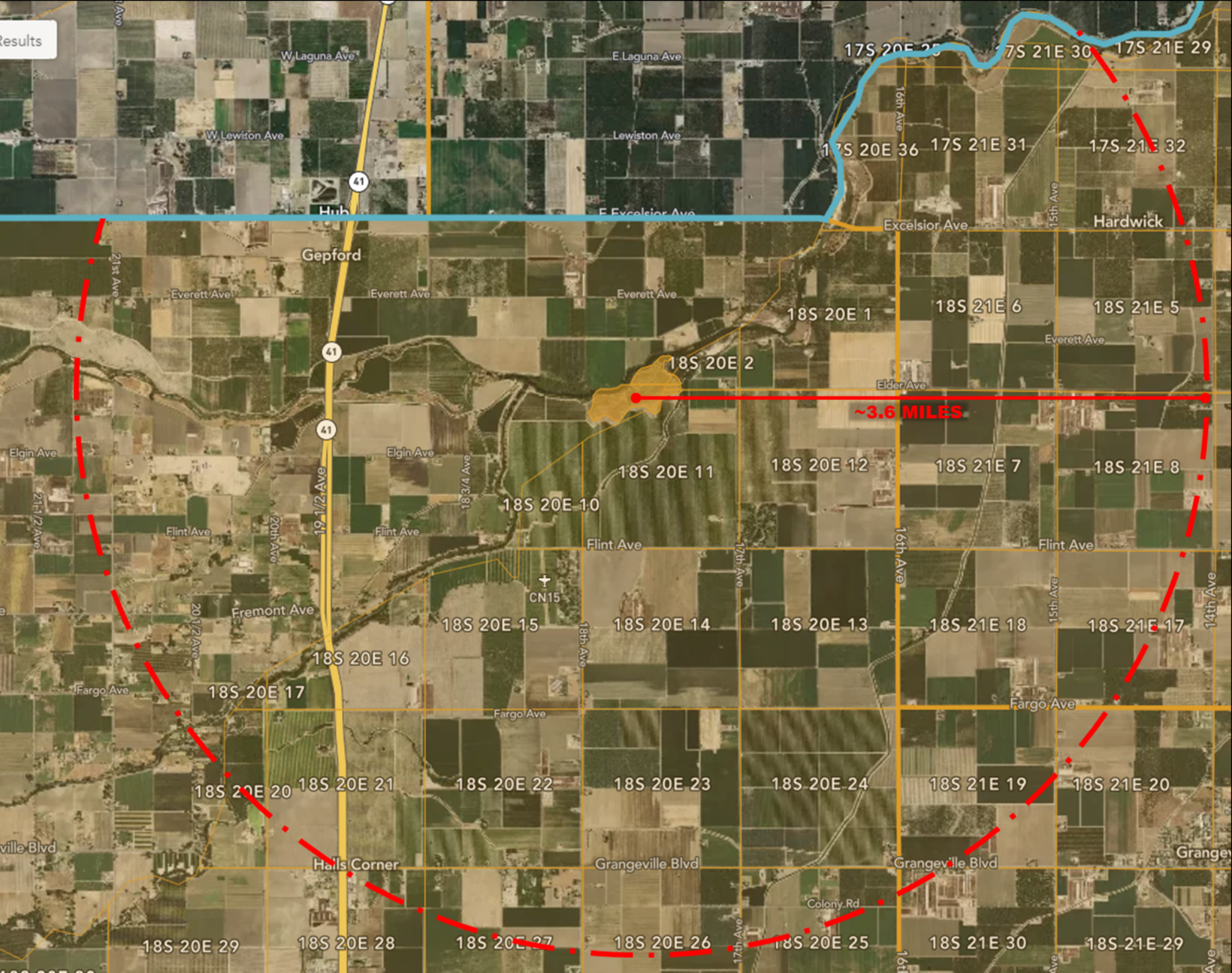
20-05

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY.
IT IS NOT TO BE CONSTRUED AS PROVIDING
LEGAL DETERMINATION OF BOUNDARIES OF LAND FOR
PURPOSES OF ZONING OR SUBDIVISION LAW.
JANUARY 2002



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All rights reserved

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



**REAL PROPERTY LEASE AGREEMENT
CITY OF LEMOORE AND PEOPLE'S PROPERTIES, LLC**

This Real Property Lease Agreement ("Agreement") is made and entered into as of this October ____, 2020 ("Effective Date") between the City of Lemoore ("Lemoore") and People's Properties, LLC ("Lessee"), pursuant to the following Recitals, which are a substantive part of this Agreement:

RECITALS

- A. Lessee is in the cannabis business in Lemoore, California.
- B. Lessee desires to lease City property as set forth in **Exhibit A** with an option to purchase.
- C. Lemoore owns two parcels with a total of approximately 73 acres of undeveloped land as noted in **Exhibit A**, in the City of Lemoore, County of Kings, California ("Property").
- D. Lessee desires to use the Property for cannabis cultivation and agricultural-related uses.
- E. Lemoore is willing to lease the Property to Lessee upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration set forth herein, Lemoore and Lessee agree as follows:

AGREEMENT

1. Lease of Property. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lemoore, Lemoore hereby leases to Lessee, for the purposes described below, the exclusive use and possession upon, over, across and under the Property, for the purpose of conducting agricultural-related uses in accordance with the Agreement.

2. Term of Lease. The term of this Agreement shall commence as of the date of execution and completion of the Feasibility Period hereof and shall remain in effect for one-year (Initial Term) with an automatic renewal for another one-year term (First Extension) followed by an automatic four year term (Second Extension) unless earlier terminated as herein provided. Lessee shall have a 60 day "Feasibility Period" as follows:

Lessee shall have a feasibility period of sixty (60) days from the latest date this Lease is executed by all parties hereto (the "Feasibility Period") to review, in Lessee's sole discretion, the condition and suitability of the Property for Lessee's intended use, including but not limited to development costs, financial and market feasibility, zoning, condition of title, and the physical and environmental condition of the Property. Lemoore shall deliver to Lessee copies of any and all plans, documents, studies and other pertinent materials that affect the acquisition and/or development of the Property. From and after the date of this Lease, Lessee, its agents, employees and contractors shall have the right to enter the Property for the purpose of

conducting such investigations, inspections and tests of the property as Lessee deems necessary in order to determine the condition and suitability of the Property including, but not limited to, the feasibility matters. Lessee shall indemnify and hold Lemoore harmless from and against any and all loss, expense, claim, damage and injury to person or property resulting from the negligent acts of Lessee, its employees, consultants, engineers, authorized agents and contractors on the Property in connection with the performance of any investigation of the Property as contemplated herein; provided that Lessee shall have no responsibility for liability solely arising from any act or omission of Lemoore or its agents. At any time prior to the expiration of the Feasibility Period and for any reason whatsoever, lessee may cancel the transactions contemplated herein by providing Lemoore with written notice of cancellation and the entire Deposit, plus any accrued interest, shall be returned to Lessee. Should Lessee wish to proceed with the transaction contemplated herein at any time during the Feasibility Period, Lessee shall provide Lemoore with written notice of such intent and at that time Option/Lease. Term shall begin and the Deposit shall be treated pursuant to Section 3(a) hereof. Lemoore may terminate the transaction only if Lessee materially breaches any of the terms and conditions hereof.

3. Rent. Lessee shall pay to Lemoore an annual payment of \$2,000.00 per usable acre rent for a total of One Hundred Four Thousand Dollars (\$104,000.00) (“Rent”). Following an initial first year payment of \$104,000.00 due upon execution of this Lease, rent of \$8,666.66 is due and payable on the first day of the month and is delinquent on the next day. Ninety percent of rent payments shall be credited to the purchase price upon exercise of the purchase option.

a. Delivery. All rent shall be paid by Lessee and be personally delivered or mailed to the City of Lemoore, Finance Department, 711 W. Cinnamon Dr., Lemoore, California, or any other place or places that Lemoore may designate by written notice to Lessee.

4. Use of Premises.

a. Purpose. Lessee shall be permitted to use the Property for cannabis cultivation and agricultural-related uses (the “Intended Use”). No other uses shall be permitted on the Premises except incidental or ancillary uses without the prior express written consent of City.

b. Alterations and Improvements. Lessee shall be permitted to construct irrigation and other agricultural-related peripheral improvements (“Improvements”), both underground and above ground on the Property. The Improvements shall be constructed in accordance with all applicable laws and regulations. No other alterations or improvements shall be made to the Property without the advance and express written consent of Lemoore, and upon such terms and conditions as Lemoore may require. The precise plans for the Improvements shall be submitted for review and approval by Lemoore.

c. Permits, Land Use Approvals, and Licenses. Lessee shall construct and install the Improvements in conformance with all applicable State, County, or municipal laws, rules, and regulations, and shall obtain any required permits and land use approvals before commencing construction and installation of the Improvements and maintain any such permits throughout the term of this Agreement.

d. 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 valid law, ordinance, or regulation of any state, county, or local governmental agency.

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

f. Maintenance. Lessee, at its sole cost and expense, shall at all times during the term of this Agreement keep and maintain the Property, and all personal property, buildings, structures and improvements thereon in good order and condition, and free from rubbish.

g. Utilities. Lessee shall make all arrangements for and be solely responsible for paying for any applicable utilities and services furnished to or used by Lessee or its agents and invitees in connection with the Property, including, but not limited to, gas, electricity, water, sewer, telephone, cable, trash collection, and for all applicable connection charges.

h. Utility Easements. Lessee shall allow City access to the Property for utility easements designated by Lemoore to operate, repair and maintain well-sites and other public utilities. Upon exercise of the purchase option, Lessee will grant and record utility easements requested by Lemoore to allow continued access to public utilities. The area reserved for as Lemoore easements shall be reserved for the reasonable use, repair and maintenance of the equipment related to the Lemoore easements shown on **Exhibit B** (herein, "Lemoore Easements"). The extent of such reservation from the Property shall be limited to that portion which is reasonably necessary for the use, repair and maintenance of the Lemoore Easements. Lemoore's point of access to the Lemoore Easements shall be as depicted on **Exhibit B**. Said reservation for access purposes shall be ten (10) feet in width.

In the event Lessee exercises its option to purchase the Property, it shall include all of the Property, excepting therefrom the Lemoore Easements, which shall be reserved for Lemoore in the form of an easement and subject to the Easement Agreement in form substantially the same as the agreement attached hereto as **Exhibit C**. All costs associated with the maintenance, use, repair, construction or removal of said Lemoore Easements shall be sole obligation of Lemoore. With respect to the Lemoore Easements, Lemoore shall obtain and provide proof of insurance in an amount covering at least \$1 Million per occurrence or \$3 Million in the aggregate, naming Lessee as additional insured.

5. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. Lessee shall be solely responsible for any property taxes arising out of Lessee's use or occupancy of the Property. Lessee shall pay before delinquency any and all possessory interest taxes and assessments levied against it or resulting from Lessee's use or occupancy of the Property. Lemoore makes no representation as to whether or not taxes are due, but agrees that it shall be responsible for all taxes that may be due as of the Effective Date of this Lease. On demand by Lemoore, Lessee shall furnish Lemoore with satisfactory evidence of these payments. Lemoore shall forward all notices from any tax authority immediately upon receipt but in no case less than 30 days from

the due date of any such taxes in order to allow Lessee to meet its payment obligations under the section.

b. Personal Property Tax. Lessee shall pay before delinquency all taxes, assessments, license fees, and other charges (“Taxes”) that are levied and assessed against Lessee’s personal property installed or located in or on the Property, if any, and that become payable during the term of this Agreement. On demand by Lemoore, Lessee shall furnish Lemoore with satisfactory evidence of these payments.

c. Business License Fees. If Lessee owns a business operating in the City of Lemoore, Lessee shall pay before delinquency any and all business license fees that are levied and assessed against the Lessee, and that become payable during the term of this Agreement, pursuant to the Lemoore Municipal Code. If applicable, Lessee’s failure to pay any applicable business license fee to Lemoore shall constitute a default under this Agreement.

6. Indemnification. Lessee hereby releases and shall indemnify, defend, and hold harmless Lemoore and Lemoore’s officials, officers, employees, agents, and volunteers from and against all liability, claims, suits, damages, losses, costs, and expenses, including reasonable attorney’s fees, incurred in connection with or arising out of: (1) Lessee’s use, occupation, or control of the Property (including Lessee’s agents, employees, invitees, lessees, sub-lessees, or volunteers); (2) any breach of Lessee’s performance obligations under this Agreement; 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, except to the extent such claim, suit, damage, loss, or expense is caused by the sole negligence or willful misconduct of Lemoore or Lemoore’s officials, officers, employees, agents, or volunteers.

Lemoore hereby releases and shall indemnify, defend, and hold harmless Lessee and Lessee’s officials, officers, employees, agents, and volunteers from and against all liability, claims, suits, damages, losses, costs, and expenses, including reasonable attorney’s fees, incurred in connection with or arising out of Lemoore’s use or control of the Lemoore Easements (including Lemoore’s agents, employees, invitees, lessees, sub-lessees, or volunteers) and any acts, omissions or negligence of Lemoore or any person or entity claiming through or under Lemoore, or Lemoore’s agents, employees, contractors, invitees, or visitors, except to the extent such claim, suit, damage, loss, or expense is caused by the sole negligence or willful misconduct of Lessee or Lessee’s officials, officers, employees, agents, or volunteers.

7. Insurance Requirements. Lessee, at its sole cost and expense, shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons and for damage to property that may arise from or in connection with the use, occupation, or control of the Property by Lessee or its agents, employees, invitees, lessees, or volunteers. The cost of such insurance shall be borne by Lessee.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage (“Occurrence” form CG0001).
- ii. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

- iii. Property Insurance against all risk of loss to any Lessee property, improvements and betterments.

b. Minimum Limits of Insurance. Lessee shall maintain limits no less than:

- i. General Liability: \$1,000,000.00 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.
- ii. Workers' Compensation coverage as required by State of California statutory limits.
- iii. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- iv. Property Insurance: Full replacement cost with no coinsurance penalty provision.

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

- i. Lemoore, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Premises owned, occupied or used by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to Lemoore, its officers, officials, employees, agents, or volunteers.
- ii. Lessee's insurance coverage shall be primary insurance as it respects to Lemoore, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Lemoore, its officers, officials, employees, agents, or volunteers shall be in excess of Lessee's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to Lemoore, its officers, officials, employees, agents or volunteers.
- iv. Coverage shall state that Lessee'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.
- v. Each insurance policy required by this section shall be endorsed to

state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Lemoore.

d. Acceptability of Insurers. The insurance described in this section is to be placed with an insurer or insurers licensed to do business in California, admitted by the California Insurance Commissioner, and which have a current A.M. Best's rating of not less than "A-."

e. Verification of Coverage. Lessee shall furnish Lemoore with original endorsements or certificates of insurance evidencing the coverage required by this section. The endorsements/certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf.

8. Environmental Warranties. Lessee warrants and represents that it will not use, generate, manufacture, produce, store, or dispose of, on, under, or about Premises, or transport to or from the Premises, any Hazardous Materials, polychlorinated biphenyls (PCBs), or petroleum (including crude oil or any fraction or derivative thereof), except those uses incidental to the installation, use and maintenance of any approved improvements on the Property and in accordance with all applicable laws and regulations. Lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Lemoore.

Lessee shall not permit to be piled or stored upon the Property any Hazardous Materials, gun powder, dynamite, gasoline, or explosive substance or material, except where used in the ordinary course of Lessee's business and in compliance with all applicable laws. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to Lessee's use and occupancy thereof, Lessee, at its expense, shall be obligated to clean the Property to the satisfaction of Lemoore and any governmental body having jurisdiction thereover.

Lessee agrees to indemnify, defend, and hold harmless Lemoore against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorneys' fees) incurred by Lemoore as a result of Lessee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the Agreement term, unless such liability, cost or expense is proximately caused solely by the active negligence of Lemoore.

The term "Hazardous Materials" when used in this Agreement shall mean any hazardous waste, hazardous substance, hazardous materials or toxic substances as defined, as of the Effective Date, in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Premises, and any substance defined as "hazardous waste" in Health and Safety Code section 25117 or as a "hazardous substance" in Health and Safety Code section 25316, and in the regulations adopted and publications promulgated under these laws. "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation as of the Effective Date.

9. Liens and Claims. Lessee shall promptly and fully pay for all materials for any improvements installed or constructed on the Property and shall promptly and fully pay all persons who perform labor on said improvements. If any mechanics' or materialmen's liens or any other liens or claims for any work done or materials furnished at Lessee's request are filed against the Property, Lessee shall remove the liens and claims at Lessee's own expense. If Lessee fails to remove the liens or claims and any judgment is entered thereon or thereunder, Lessee shall pay that judgment. Should Lessee fail, neglect, or refuse to remove any lien or claim or to pay any judgment in a timely manner, Lemoore shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims. Under those circumstances, Lessee shall be liable to Lemoore for all costs, damages, reasonable attorneys' fees, and any amounts expended by Lemoore in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. Lemoore may post and maintain upon the Property a notice of non-responsibility.

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

11. Successors: Assignment and Subletting. This Agreement 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 Lemoore, which consent shall be granted or withheld in Lemoore's sole discretion.

12. Property Leased "AS IS". The Property, including all access points, are leased to Lessee, and Lessee accepts the Property in its existing "AS IS" condition on the Effective Date. Lemoore 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 Property. 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 Lemoore as provided in section 1942 of the Civil Code. Lessee acknowledges that neither Lemoore, nor any officer, employee, or agent of Lemoore 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 Lemoore or Lessee, and Lemoore and Lessee expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

13. Bankruptcy. Lemoore shall have the right to terminate this Agreement by written notice and to take exclusive possession of the Property in the event: (a) Lessee is adjudged bankrupt; (b) Lessee becomes insolvent; (c) any action or proceeding for debtor relief of Lessee is commenced; 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 Lemoore's

right to terminate as above set forth.

14. Reservations. Subject to Lessee's written approval in each specific instance, which shall not be unreasonably withheld, Lemoore reserves for itself and those to whom it grants such right, the right to construct, maintain and operate any existing and new or additional pipes, communication and power transmission facilities upon, over, and beneath the Property, so long as the exercise of such right does not unreasonably interfere with Lessee's rights and authorized uses under this Agreement.

Lemoore reserves the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Property, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with exclusive and, perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Property within five hundred feet (500') of the surface thereof to extricate or remove the same.

15. Subterranean Facilities. The absence of markers, monuments or maps indicating the presence of subterranean facilities, whether belonging to Lemoore or otherwise, does not constitute a warranty or representation that none exist. Lessee accepts this Agreement with full cognizance of the potential presence of such, acknowledging that the costs of Lessee's use may increase by reason thereof, and acknowledges that the owner or owners thereof may have acquired the right to continue to maintain such facilities by the passage of time.

16. Eminent Domain. In the event of the taking or condemnation of all or any part of the Property, Lessee may receive compensation only for any taking of or damage to Lessee-owned Improvements. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to Lemoore.

17. Default.

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

- i. 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 thirty (30) days of the due date;
- ii. Abandonment of the Property, in whole or in part;
- iii. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been served upon Lessee.

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

c. Termination Resulting from Default. Lemoore may terminate this

Agreement immediately upon written notice to Lessee if Lessee defaults on any obligation under this Agreement and fails to cure such default within thirty (30) days after written notice from Lemoore of such default. In the event of a default by Lessee under this Agreement, Lemoore may terminate this Agreement and 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. At Lemoore's option, if Lessee has breached this Agreement and/or abandoned the Property, in whole or in part, this Agreement shall continue in effect for so long as Lemoore does not terminate Lessee's right to possession, and Lemoore may enforce all rights and remedies under this Agreement, including the right to recover the rent as it becomes due. Further, Lemoore shall be entitled to recover from Lessee damages and to exercise such other rights and remedies as provided to Lemoore under the laws of the State of California.

d. Right to Cure at Lessee's Expense. Lemoore, at any time after Lessee commits a default, can cure the default at Lessee's cost. If Lemoore, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Lemoore shall be due immediately from Lessee to Lemoore upon Lemoore'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 Lemoore until Lemoore is reimbursed by Lessee. The sum, together with interest on it, shall be additional rent.

18. Option to Purchase Property. Notwithstanding anything to the contrary in this Agreement, during the term of the Lease the following early termination and option to purchase provisions shall apply:

a. Option to Purchase Property. During the Term of this Lease, upon not less than sixty (60) days written notice, Lessee may elect to purchase the Property ("Option").

If the Option is exercised, the purchase price ("Purchase Price") for the Property shall be \$20,000 per acre for a total purchase price of One Million Forty Thousand Dollars (\$_1,040,000.00) (reflecting a reduced acreage for the unusable acreage) .

Upon execution of the Option, the parties shall open escrow with Chicago Title Company, 7330 North Palm Avenue, Suite 101, Fresno, California 93711, in accordance with the customary terms of Kings County. Lessee shall close escrow no later than 60 days from the exercise of the purchase option.

Lessee will pay for CLTA Owner's Policy of Title Insurance and documentary transfer tax. Parties will share the escrow fee equally and allocate other closing costs consistent with the practice in Kings County, California. Upon close of escrow, the Lease shall terminate.

19. Termination. Lemoore may terminate this Agreement upon written notice to Lessee if Lessee defaults on any obligation of this Agreement as outlined in Section 17 and that default remains uncured for thirty (30) days after written notice of default. Lessee may terminate this Agreement as follows: (1) By exercising the Option pursuant to Section 18; (2) By exercising written notice during the Feasibility Period in Section 2; or (3) for convenience by providing 60 days prior written notice prior to the end of the Initial Term or an extension term hereof. Lessee acknowledges and agrees that it is entering into this Agreement voluntarily and that upon termination of this Agreement according to its terms, Lessee shall not be entitled to

any relocation assistance or benefits from Lemoore.

20. Waiver. No delay or omission in the exercise of any right or remedy of Lemoore on any default by Lessee shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by Lemoore of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. If such delinquent rent is accepted after notice of default and termination has been served, the acceptance shall not constitute a waiver. Lemoore's consent to or approval of any act by Lessee requiring Lemoore's consent or approval shall not be deemed to waive or render unnecessary Lemoore's consent to or approval of any subsequent act by Lessee. Any waiver by Lemoore 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 Agreement.

21. Entry and Inspection of Property. Lemoore and its authorized representatives shall have the right to enter and inspect the Property with at least twenty-four (24) hours advance notice to determine whether the Premises are in good condition and whether Lessee is complying with its obligations under this Agreement.

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

23. Notice. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to either party to this Agreement by the other party to this Agreement, shall be in writing and shall be deemed properly delivered, given or served when personally delivered to such party, or in lieu of personal service such notice or other communication shall be deemed properly delivered, given or served on the earliest of (1) the date actually received, (2) three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective party at the address shown below, or (3) one (1) business day after deposit with a delivery service, which guarantees next business day delivery, addressed to the respective party as shown below. Either party may change its address for purposes of notice by giving written notice of such change of address to the other party in accordance with the provisions of this paragraph, which change of address shall be effective five (5) business days after giving notice thereof. As of the date of this Agreement, the addresses of the parties are set forth below their signatures.

24. Effect of Termination of Agreement. Termination or expiration of this Agreement 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 Agreement it is provided that anything shall or may be done after termination or expiration hereof.

25. Entire Agreement and Amendments. This Agreement 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 executed by both Parties. This Agreement shall not be modified or amended in any way except in writing signed by the Parties hereto.

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

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

28. Attorney's Fees. If either Party commences an action against the other party arising out of or in connection with this Agreement, 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.

29. Voluntary Agreement; Authority to Execute. Lessee and Lemoore 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.

30. Counterpart Copies. The Agreement may be signed in counterpart or duplicate originals, and any signed counterpart or duplicate original shall be equivalent to a signed original for all purposes.

31. Exhibits. The Exhibits attached hereto are incorporated into and made a part of this Agreement as if set out in full in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

LESSEE:

LEMOORE:

By: _____

By: _____
Nathan Olson, City Manager

Send Notices To:

Send Notices To:

City of Lemoore
Attn: Nathan Olson
119 Fox St.
Lemoore, California 93245
Email: nolson@lemoore.com
Phone: (559) 924-6700

EXHIBIT A

[Property Description]

EXHIBIT B



EXHIBIT C

[Form of Easement Agreement]

Recording Requested by:

WHEN RECORDED MAIL TO:

Recording fees exempt per Gov. Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: _____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is entered into as of _____, 2020 by and between People’s Properties, LLC, a California limited liability company (“**Grantor**”), and the City of Lemoore (“**Grantee**”).

RECITALS

- A.** Grantor is the current owner of that certain real property located in Kings County, State of California, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Burdened Property**”).
- B.** Grantee has conveyed the Burdened Property to Grantor and as a condition of that conveyance, requested a permanent easement in, over, across and through those certain and limited portions of the Burdened Property described and depicted on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Easement Area**”) for the Easement Facilities and Easement Uses (as those terms are defined in Section 1 below).
- C.** Grantor is willing to grant such easement upon the terms and conditions set forth below.
- D.** Grantor or any subsequent owner of the Burdened Property is hereafter referred to as the “**Burdened Owner**”, and Grantee and its successors and assigns are hereafter referred to as the “**Benefitted Owner**”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

- 1. Grant of Easement.** Grantor hereby grants to Grantee an easement in, over, across and through the Easement Area for the purposes of laying down, locating, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using those certain improvements depicted on Exhibit “B” (such improvements being referred to in this Agreement as the “**Easement Facilities**”). The foregoing purposes are collectively referred to herein as the “**Easement Uses**.”
- 2. Term.** This Agreement shall continue in full force and effect from the date of recordation of this Agreement in perpetuity, unless this Agreement is amended, modified or terminated by an agreement executed, acknowledged and recorded by the Burdened Owner and Benefitted Owner.
- 3. Construction, Maintenance and Repairs.**

3.1 By Benefitted Owner. All expenses and costs for the construction of the Easement Facilities shall be borne by the Benefitted Owner. The Benefitted Owner shall periodically inspect, maintain, repair, reconstruct, and replace the Easement Facilities to insure the safe, lawful and reasonable operation of such Easement Facilities. All costs and expenses for such inspection, maintenance, repair, reconstruction, and replacement of the Easement Facilities shall be borne solely by the Benefitted Owner. The Benefitted Owner shall give the Burdened Owner at least fourteen (14) days prior written notice of any laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area except in the event of a bona fide

emergency, in which event whatever notice is reasonable under the circumstances shall be given. Any laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area by the Benefitted Owner shall be performed in a manner which, to the extent reasonable under the then existing circumstances, minimizes disruption to the Burdened Property and Burdened Owner's operations on the Burdened Property.

3.2 By Burdened Owner. If, at any time, the Benefitted Owner should fail to perform any of its obligations under Section 3.1 above, then the Burdened Owner shall provide the Benefitted Owner with written notice thereof. The Benefitted Owner shall thereafter use reasonable efforts to cure any such failure within fourteen (14) days of the Benefitted Owner's receipt of such notice. If the Benefitted Owner fails to cure any such failure within such fourteen (14) day time period, then the Burdened Owner shall have the right, but not the obligation, to immediately inspect, maintain, repair, reconstruct and replace the Easement Facilities pursuant to this Section 3.2 to insure the safe, lawful and reasonable operation of such Easement Facilities; *provided, however*, if such cure is one that will reasonably require more than fourteen (14) days to cure, the Burdened Owner shall not have the right to inspect, maintain, repair, reconstruct and replace the Easement Facilities if the Benefitted Owner commences cure within such fourteen (14) day period and diligently prosecutes the cure to completion within a reasonable period. Within thirty (30) days of written request, the Benefitted Owner shall reimburse the Burdened Owner for any costs and expenses incurred by the Burdened Owner in inspecting, maintaining, repairing, reconstructing and replacing any portion of the Easement Facilities and Easement Area pursuant to this Section 3.2. In the event the Benefitted Owner fails to reimburse any such costs and expenses within such thirty (30) day period, from and after such period the Benefitted Owner shall additionally be obligated to pay the Burdened Owner interest on any unreimbursed costs and expenses in the amount of ten percent (10%) per annum.

4. Damage to easement Area or Burdened Property. If the Benefitted Owner should damage or destroy any portion of the Easement Area or Burdened Property, the Benefitted Owner shall, at the election of the Burdened Owner, either (a) repair, reconstruct or replace such damaged or destroyed portion of the Easement Area or Burdened Property (at the Benefitted Owner's sole cost and expense) or (b) reimburse such party upon demand for all reasonable costs and expenses actually incurred by such party in repairing, reconstructing or replacing such damaged portion of the Easement Area or Burdened Property, as applicable.

5. Covenants

5.1 Mechanic's Liens and Removal of Liens. The Benefitted Owner shall keep the Easement Area and Burdened Property free and clear of all design professional's mechanic's or materialmen's liens which may arise out of any laying down, location, construction, reconstruction, removal, replacement, inspection, repair or maintenance on the Easement Area or of the Easement Facilities or out of the Easement Uses or any other activities or work on the Easement Area or Easement Facilities. To the extent any such liens are recorded against the Burdened Property or any part thereof, the Benefitted Owner shall cause such lien to be released and removed within fifteen (15) days of knowledge or being served notice of such filing and/or recording, either by satisfaction or by the posting of a release bond in the amount required by statute

5.2 Insurance. At all times during the term of this Agreement the Benefitted Owner shall maintain excess municipal liability insurance in excess of a self-insured retention of \$250,000 through CSAC/EIA (California State Association of Counties/Excess Insurance Authority). Within its self-insured retention, the Benefitted Owner will be responsible for all loss, cost and expense. The Benefitted Owner retains the option to change its self-insured retention at any time. The Benefitted Owner agrees to name the Burdened Owner as additional insured under its excess municipal liability program up to a limit of

\$1,000,000 per occurrence. The Benefitted Owner shall provide that the Burdened Owner will receive thirty (30) days written notice from the insurer prior to cancellation of coverage.

5.3 Indemnification. The Benefitted Owner agrees to indemnify, defend and hold the Burdened Owner and its respective officers, directors, shareholders, partners, members, managers, affiliates, employees, representatives, agents, invitees, mortgagees, successors and assigns harmless from and against any and all claims, actions, causes of action, demands, damages, costs, liabilities, losses, judgments, expenses or costs of any kind or nature whatsoever (including, without limitation, attorney's fees) by reason of property damage, death or injury to persons arising from or relating to the indemnifying party's laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area.

6. Notices. Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor: People's Properties, LLC
 Attn: Bernard Steimann

Email: Bernard@pmcoc.com

If to Grantee: City of Lemoore
 Attn: Nathan Olson
 119 Fox St.
 Lemoore, California 93245
 Email: nolson@lemoore.com

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for in this Section 6.

7. Binding Effect and Governing Law. This Agreement and all covenants and restrictions contained herein shall, to the fullest extent permitted by law and equity and without regard to technical classifications or designations, be deemed to be covenants running with the land of the Burdened Property, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is made with the intent of satisfying Section 1468 of the California Civil Code. This Agreement shall be governed and construed in accordance with the laws of the State of California.

8. Entire Agreement. This Agreement, including the recitals and Exhibits "A" and "B" attached hereto, all of which are incorporated herein by this reference, constitutes the entire agreement between the parties with respect to the grant of easement hereunder.

9. Amendments. Subject to Section 7 above, this Agreement may be amended, modified or supplemented only by a written document executed by all of the parties hereto (or their successors and assigns).

10. Mortgagee Protection. No violation or breach of the terms and conditions of this Agreement shall

affect or impair the liens or security rights of the holder of a Mortgage (as hereafter defined) given in good faith and for value which is now or in the future recorded against the Burdened Property; *provided, however*, that any such mortgagee shall be obligated to comply with any non-disturbance, recognition, attornment or similar agreement that it executes. With respect to any Mortgage recorded against the Burdened Property subsequent to the recording of this Agreement such mortgagee or any purchaser at a foreclosure sale resulting from such mortgage or other party taking title to the Burdened Property shall take subject to this Agreement and the terms and conditions set forth herein. The term “**Mortgage**” shall mean any recorded mortgage or deed of trust encumbering the Burdened Property.

11. No Third Party Beneficiaries. This Agreement is only for the benefit of the parties hereto and their successors and assigns as set forth in Section 7 above. Except as set forth in Section 5.3, no other person or entity or property shall be entitle to rely hereon, receive any benefit herefrom or enforce any provision hereof against any party hereto (or their respective successors assigns).

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, the parties have executed this Easement Agreement as of the date first above written.

“GRANTOR”

**PEOPLE’S PROPERTIES, LLC,
a California limited liability company**

By: _____

Its: Managing Member

“GRANTEE”

CITY OF LEMOORE,

By: _____

Mayor

ATTEST:

Deputy Clerk

APPROVE AS TO FORM:

City Attorney

EXHIBIT “A”
To
Easement Agreement

LEGAL DESCRIPTION OF THE BURDENED PROPERTY

**EXHIBIT
“B”
Page 1 of 2
To
Easement Agreement**

LEGAL DESCRIPTION AND DEPICTION OF THE EASEMENT AREA

**EXHIBIT
“B”
Page 2 of 2
To
Easement Agreement**

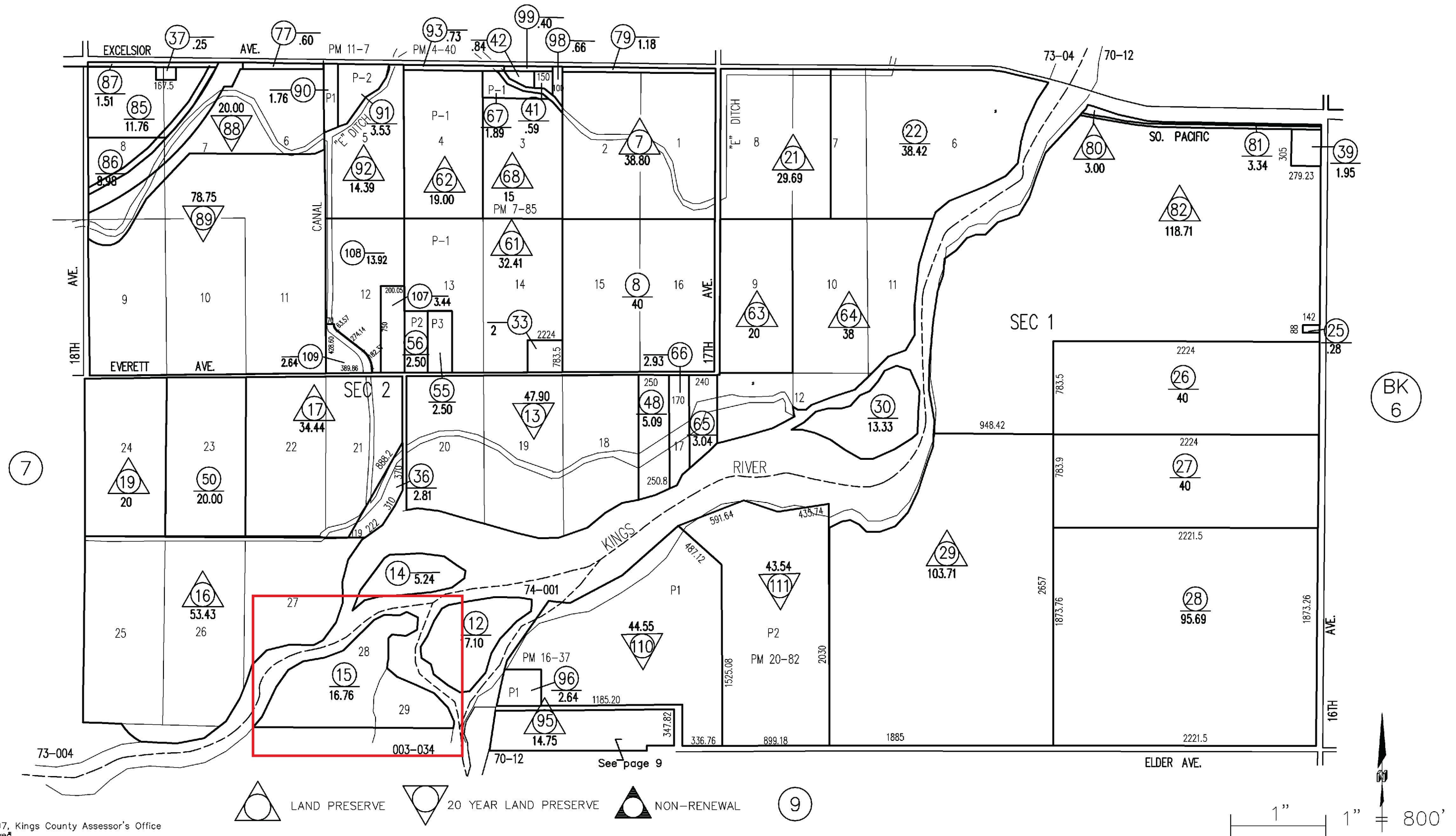
LEGAL DESCRIPTION AND DEPICTION OF THE EASEMENT AREA

KINGS COUNTY ASSESSOR'S MAP

SEC 1 & 2-18-20

APN: 004-080-015

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
IT IS NOT TO BE CONSTRUED AS PORTRAYING
LEGAL OWNERSHIP OF DIVISIONS OF LAND FOR
PURPOSES OF ZONING OR SUBDIVISION LAW.
DECEMBER 2017

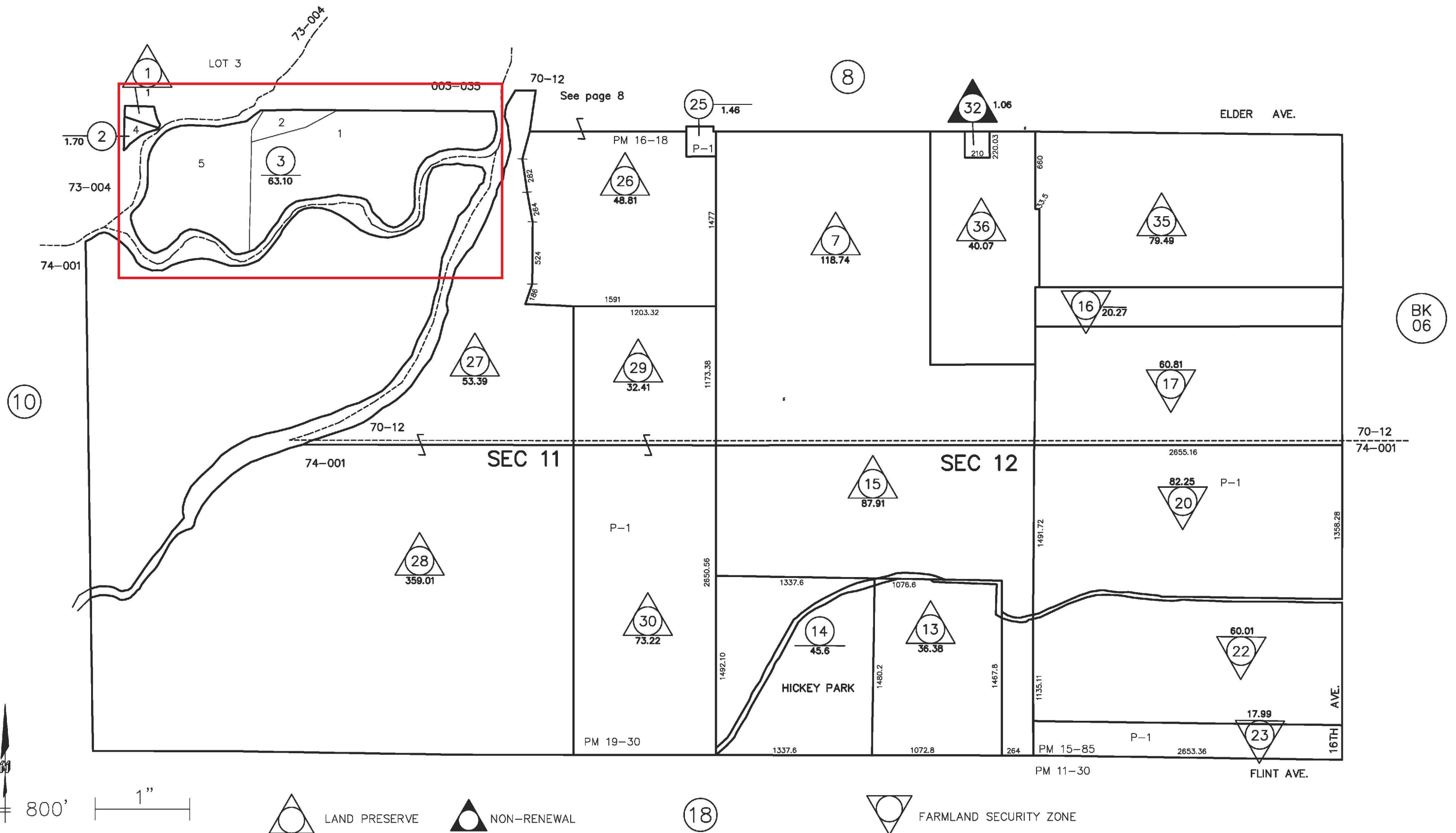


KINGS COUNTY ASSESSOR'S MAP

4-09

SEC'S 11 & 12-18-20

APN: 004-090-003



1" = 800' 1"



**REAL PROPERTY LEASE AGREEMENT
CITY OF LEMOORE AND PEOPLE'S PROPERTIES, LLC**

This Real Property Lease Agreement ("Agreement") is made and entered into as of this October ____, 2020 ("Effective Date") between the City of Lemoore ("Lemoore") and People's Properties, LLC ("Lessee"), pursuant to the following Recitals, which are a substantive part of this Agreement:

RECITALS

- A. Lessee is in the cannabis business in Lemoore, California.
- B. Lessee desires to lease City property as set forth in **Exhibit A** with an option to purchase.
- C. Lemoore owns two parcels with a total of approximately 19 acres of undeveloped land as noted in **Exhibit A**, in the City of Lemoore, County of Kings, California ("Property").
- D. Lessee desires to use the Property for cannabis cultivation and agricultural-related uses.
- E. Lemoore is willing to lease the Property to Lessee upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration set forth herein, Lemoore and Lessee agree as follows:

AGREEMENT

1. Lease of Property. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lemoore, Lemoore hereby leases to Lessee, for the purposes described below, the exclusive use and possession upon, over, across and under the Property, for the purpose of conducting agricultural-related uses in accordance with the Agreement.

2. Term of Lease. The term of this Agreement shall commence as of the date of execution and completion of the Feasibility Period hereof and shall remain in effect for one-year (Initial Term) with an automatic renewal for another one-year term (First Extension) followed by an automatic four year term (Second Extension) unless earlier terminated as herein provided. Lessee shall have a 60 day "Feasibility Period" as follows:

Lessee shall have a feasibility period of sixty (60) days from the latest date this Lease is executed by all parties hereto (the "Feasibility Period") to review, in Lessee's sole discretion, the condition and suitability of the Property for Lessee's intended use, including but not limited to development costs, financial and market feasibility, zoning, condition of title, and the physical and environmental condition of the Property. Lemoore shall deliver to Lessee copies

of any and all plans, documents, studies and other pertinent materials that affect the acquisition and/or development of the Property. From and after the date of this Lease, Lessee, its agents, employees and contractors shall have the right to enter the Property for the purpose of conducting such investigations, inspections and tests of the property as Lessee deems necessary in order to determine the condition and suitability of the Property including, but not limited to, the feasibility matters. Lessee shall indemnify and hold Lemoore harmless from and against any and all loss, expense, claim, damage and injury to person or property resulting from the negligent acts of Lessee, its employees, consultants, engineers, authorized agents and contractors on the Property in connection with the performance of any investigation of the Property as contemplated herein; provided that Lessee shall have no responsibility for liability solely arising from any act or omission of Lemoore or its agents. At any time prior to the expiration of the Feasibility Period and for any reason whatsoever, lessee may cancel the transactions contemplated herein by providing Lemoore with written notice of cancellation and the entire Deposit, plus any accrued interest, shall be returned to Lessee. Should Lessee wish to proceed with the transaction contemplated herein at any time during the Feasibility Period, Lessee shall provide Lemoore with written notice of such intent and at that time Option/Lease. Term shall begin and the Deposit shall be treated pursuant to Section 3(a) hereof. Lemoore may terminate the transaction only if Lessee materially breaches any of the terms and conditions hereof.

3. Rent. Lessee shall pay to Lemoore an annual payment of \$2,000.00 per usable acre rent for a total of Thirty Eight Thousand Dollars (\$38,000.00) ("Rent"). Following an initial first year payment of \$38,000.00 due upon execution of this Lease, rent of \$3,166.66 is due and payable on the first day of the month and is delinquent on the next day. Ninety percent of rent payments shall be credited to the purchase price upon exercise of the purchase option.

a. Delivery. All rent shall be paid by Lessee and be personally delivered or mailed to the City of Lemoore, Finance Department, 711 W. Cinnamon Dr., Lemoore, California, or any other place or places that Lemoore may designate by written notice to Lessee.

4. Use of Premises.

a. Purpose. Lessee shall be permitted to use the Property for cannabis cultivation and agricultural-related uses (the "Intended Use"). No other uses shall be permitted on the Premises except incidental or ancillary uses without the prior express written consent of City.

b. Alterations and Improvements. Lessee shall be permitted to construct irrigation and other agricultural-related peripheral improvements ("Improvements"), both underground and above ground on the Property. The Improvements shall be constructed in accordance with all applicable laws and regulations. No other alterations or improvements shall be made to the Property without the advance and express written consent of Lemoore, and upon such terms and conditions as Lemoore may require. The precise plans for the Improvements shall be submitted for review and approval by Lemoore.

c. Permits, Land Use Approvals, and Licenses. Lessee shall construct and install the Improvements in conformance with all applicable State, County, or municipal laws,

rules, and regulations, and shall obtain any required permits and land use approvals before commencing construction and installation of the Improvements and maintain any such permits throughout the term of this Agreement.

d. 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 valid law, ordinance, or regulation of any state, county, or local governmental agency.

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

f. Maintenance. Lessee, at its sole cost and expense, shall at all times during the term of this Agreement keep and maintain the Property, and all personal property, buildings, structures and improvements thereon in good order and condition, and free from rubbish.

g. Utilities. Lessee shall make all arrangements for and be solely responsible for paying for any applicable utilities and services furnished to or used by Lessee or its agents and invitees in connection with the Property, including, but not limited to, gas, electricity, water, sewer, telephone, cable, trash collection, and for all applicable connection charges.

5. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. Lessee shall be solely responsible for any property taxes arising out of Lessee's use or occupancy of the Property. Lessee shall pay before delinquency any and all possessory interest taxes and assessments levied against it or resulting from Lessee's use or occupancy of the Property. Lemoore makes no representation as to whether or not taxes are due, but agrees that it shall be responsible for all taxes that may be due as of the Effective Date of this Lease. On demand by Lemoore, Lessee shall furnish Lemoore with satisfactory evidence of these payments. Lemoore shall forward all notices from any tax authority immediately upon receipt but in no case less than 30 days from the due date of any such taxes in order to allow Lessee to meet its payment obligations under the section.

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

c. Business License Fees. If Lessee owns a business operating in the City of Lemoore, Lessee shall pay before delinquency any and all business license fees that are levied

and assessed against the Lessee, and that become payable during the term of this Agreement, pursuant to the Lemoore Municipal Code. If applicable, Lessee's failure to pay any applicable business license fee to Lemoore shall constitute a default under this Agreement.

6. Indemnification. Lessee hereby releases and shall indemnify, defend, and hold harmless Lemoore and Lemoore's officials, officers, employees, agents, and volunteers from and against all liability, claims, suits, damages, losses, costs, and expenses, including reasonable attorney's fees, incurred in connection with or arising out of: (1) Lessee's use, occupation, or control of the Property (including Lessee's agents, employees, invitees, lessees, sub-lessees, or volunteers); (2) any breach of Lessee's performance obligations under this Agreement; 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, except to the extent such claim, suit, damage, loss, or expense is caused by the sole negligence or willful misconduct of Lemoore or Lemoore's officials, officers, employees, agents, or volunteers.

7. Insurance Requirements. Lessee, at its sole cost and expense, shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons and for damage to property that may arise from or in connection with the use, occupation, or control of the Property by Lessee or its agents, employees, invitees, lessees, or volunteers. The cost of such insurance shall be borne by Lessee.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage ("Occurrence" form CG0001).
- ii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- iii. Property Insurance against all risk of loss to any Lessee property, improvements and betterments.

b. Minimum Limits of Insurance. Lessee shall maintain limits no less than:

- i. General Liability: \$1,000,000.00 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.
- ii. Workers' Compensation coverage as required by State of California statutory limits.
- iii. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.

- iv. Property Insurance: Full replacement cost with no coinsurance penalty provision.

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

- i. Lemoore, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Premises owned, occupied or used by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to Lemoore, its officers, officials, employees, agents, or volunteers.
- ii. Lessee's insurance coverage shall be primary insurance as it respects to Lemoore, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Lemoore, its officers, officials, employees, agents, or volunteers shall be in excess of Lessee's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to Lemoore, its officers, officials, employees, agents or volunteers.
- iv. Coverage shall state that Lessee'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.
- v. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Lemoore.

d. Acceptability of Insurers. The insurance described in this section is to be placed with an insurer or insurers licensed to do business in California, admitted by the California Insurance Commissioner, and which have a current A.M. Best's rating of not less than "A-."

e. Verification of Coverage. Lessee shall furnish Lemoore with original endorsements or certificates of insurance evidencing the coverage required by this section. The endorsements/certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf.

8. Environmental Warranties. Lessee warrants and represents that it will not use,

generate, manufacture, produce, store, or dispose of, on, under, or about Premises, or transport to or from the Premises, any Hazardous Materials, polychlorinated biphenyls (PCBs), or petroleum (including crude oil or any fraction or derivative thereof), except those uses incidental to the installation, use and maintenance of any approved improvements on the Property and in accordance with all applicable laws and regulations. Lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Lemoore.

Lessee shall not permit to be piled or stored upon the Property any Hazardous Materials, gun powder, dynamite, gasoline, or explosive substance or material, except where used in the ordinary course of Lessee's business and in compliance with all applicable laws. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to Lessee's use and occupancy thereof, Lessee, at its expense, shall be obligated to clean the Property to the satisfaction of Lemoore and any governmental body having jurisdiction thereover.

Lessee agrees to indemnify, defend, and hold harmless Lemoore against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorneys' fees) incurred by Lemoore as a result of Lessee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the Agreement term, unless such liability, cost or expense is proximately caused solely by the active negligence of Lemoore.

The term "Hazardous Materials" when used in this Agreement shall mean any hazardous waste, hazardous substance, hazardous materials or toxic substances as defined, as of the Effective Date, in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Premises, and any substance defined as "hazardous waste" in Health and Safety Code section 25117 or as a "hazardous substance" in Health and Safety Code section 25316, and in the regulations adopted and publications promulgated under these laws. "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation as of the Effective Date.

9. Liens and Claims. Lessee shall promptly and fully pay for all materials for any improvements installed or constructed on the Property and shall promptly and fully pay all persons who perform labor on said improvements. If any mechanics' or materialmen's liens or any other liens or claims for any work done or materials furnished at Lessee's request are filed against the Property, Lessee shall remove the liens and claims at Lessee's own expense. If Lessee fails to remove the liens or claims and any judgment is entered thereon or thereunder, Lessee shall pay that judgment. Should Lessee fail, neglect, or refuse to remove any lien or claim or to pay any judgment in a timely manner, Lemoore shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims. Under those circumstances, Lessee shall be liable to Lemoore for all costs, damages, reasonable attorneys' fees, and any

amounts expended by Lemoore in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. Lemoore may post and maintain upon the Property a notice of non-responsibility.

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

11. Successors: Assignment and Subletting. This Agreement 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 Lemoore, which consent shall be granted or withheld in Lemoore's sole discretion.

12. Property Leased "AS IS". The Property, including all access points, are leased to Lessee, and Lessee accepts the Property in its existing "AS IS" condition on the Effective Date. Lemoore 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 Property. 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 Lemoore as provided in section 1942 of the Civil Code. Lessee acknowledges that neither Lemoore, nor any officer, employee, or agent of Lemoore 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 Lemoore or Lessee, and Lemoore and Lessee expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

13. Bankruptcy. Lemoore shall have the right to terminate this Agreement by written notice and to take exclusive possession of the Property in the event: (a) Lessee is adjudged bankrupt; (b) Lessee becomes insolvent; (c) any action or proceeding for debtor relief of Lessee is commenced; 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 Lemoore's right to terminate as above set forth.

14. Reservations. Subject to Lessee's written approval in each specific instance, which shall not be unreasonably withheld, Lemoore reserves for itself and those to whom it grants such right, the right to construct, maintain and operate any existing and new or additional pipes, communication and power transmission facilities upon, over, and beneath the Property, so long as the exercise of such right does not unreasonably interfere with Lessee's rights and authorized uses under this Agreement.

Lemoore reserves the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Property, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and, perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Property within five hundred feet (500') of the surface thereof to extricate or remove the same.

15. Subterranean Facilities. The absence of markers, monuments or maps indicating the presence of subterranean facilities, whether belonging to Lemoore or otherwise, does not constitute a warranty or representation that none exist. Lessee accepts this Agreement with full cognizance of the potential presence of such, acknowledging that the costs of Lessee's use may increase by reason thereof, and acknowledges that the owner or owners thereof may have acquired the right to continue to maintain such facilities by the passage of time.

16. Eminent Domain. In the event of the taking or condemnation of all or any part of the Property, Lessee may receive compensation only for any taking of or damage to Lessee-owned Improvements. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to Lemoore.

17. Default.

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

- i. 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 thirty (30) days of the due date;
- ii. Abandonment of the Property, in whole or in part;
- iii. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been served upon Lessee.

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

c. Termination Resulting from Default. Lemoore may terminate this Agreement immediately upon written notice to Lessee if Lessee defaults on any obligation under this Agreement and fails to cure such default within thirty (30) days after written notice from Lemoore of such default. In the event of a default by Lessee under this Agreement, Lemoore may terminate this Agreement and 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. At Lemoore's option, if Lessee has breached this Agreement and/or abandoned the Property, in

whole or in part, this Agreement shall continue in effect for so long as Lemoore does not terminate Lessee's right to possession, and Lemoore may enforce all rights and remedies under this Agreement, including the right to recover the rent as it becomes due. Further, Lemoore shall be entitled to recover from Lessee damages and to exercise such other rights and remedies as provided to Lemoore under the laws of the State of California.

d. Right to Cure at Lessee's Expense. Lemoore, at any time after Lessee commits a default, can cure the default at Lessee's cost. If Lemoore, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Lemoore shall be due immediately from Lessee to Lemoore upon Lemoore'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 Lemoore until Lemoore is reimbursed by Lessee. The sum, together with interest on it, shall be additional rent.

18. Option to Purchase Property. Notwithstanding anything to the contrary in this Agreement, during the term of the Lease the following early termination and option to purchase provisions shall apply:

a. Option to Purchase Property. During the Term of this Lease, upon not less than sixty (60) days written notice, Lessee may elect to purchase the Property ("Option").

If the Option is exercised, the purchase price ("Purchase Price") for the Property shall be \$30,000 per acre for a total purchase price of Five Hundred and Seventy Thousand Dollars (\$_570,000.00).

Upon execution of the Option, the parties shall open escrow with Chicago Title Company, 7330 North Palm Avenue, Suite 101, Fresno, California 93711, in accordance with the customary terms of Kings County. Lessee shall close escrow no later than 60 days from the exercise of the purchase option.

Lessee will pay for CLTA Owner's Policy of Title Insurance and documentary transfer tax. Parties will share the escrow fee equally and allocate other closing costs consistent with the practice in Kings County, California. Upon close of escrow, the Lease shall terminate.

19. Termination. Lemoore may terminate this Agreement upon written notice to Lessee if Lessee defaults on any obligation of this Agreement as outlined in Section 17 and that default remains uncured for thirty (30) days after written notice of default. Lessee may terminate this Agreement as follows: (1) By exercising the Option pursuant to Section 18; (2) By exercising written notice during the Feasibility Period in Section 2; or (3) for convenience by providing 60 days prior written notice prior to the end of the Initial Term or an extension term hereof. Lessee acknowledges and agrees that it is entering into this Agreement voluntarily and that upon termination of this Agreement according to its terms, Lessee shall not be entitled to any relocation assistance or benefits from Lemoore.

20. Waiver. No delay or omission in the exercise of any right or remedy of Lemoore

on any default by Lessee shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by Lemoore of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. If such delinquent rent is accepted after notice of default and termination has been served, the acceptance shall not constitute a waiver. Lemoore's consent to or approval of any act by Lessee requiring Lemoore's consent or approval shall not be deemed to waive or render unnecessary Lemoore's consent to or approval of any subsequent act by Lessee. Any waiver by Lemoore 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 Agreement.

21. Entry and Inspection of Property. Lemoore and its authorized representatives shall have the right to enter and inspect the Property with at least twenty-four (24) hours advance notice to determine whether the Premises are in good condition and whether Lessee is complying with its obligations under this Agreement.

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

23. Notice. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to either party to this Agreement by the other party to this Agreement, shall be in writing and shall be deemed properly delivered, given or served when personally delivered to such party, or in lieu of personal service such notice or other communication shall be deemed properly delivered, given or served on the earliest of (1) the date actually received, (2) three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective party at the address shown below, or (3) one (1) business day after deposit with a delivery service, which guarantees next business day delivery, addressed to the respective party as shown below. Either party may change its address for purposes of notice by giving written notice of such change of address to the other party in accordance with the provisions of this paragraph, which change of address shall be effective five (5) business days after giving notice thereof. As of the date of this Agreement, the addresses of the parties are set forth below their signatures.

24. Effect of Termination of Agreement. Termination or expiration of this Agreement 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 Agreement it is provided that anything shall or may be done after termination or expiration hereof.

25. Entire Agreement and Amendments. This Agreement 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 executed by both Parties. This Agreement shall not be modified or amended in any way except in writing signed by the Parties hereto.

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

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

28. Attorney's Fees. If either Party commences an action against the other party arising out of or in connection with this Agreement, 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.

29. Voluntary Agreement; Authority to Execute. Lessee and Lemoore 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.

30. Counterpart Copies. The Agreement may be signed in counterpart or duplicate originals, and any signed counterpart or duplicate original shall be equivalent to a signed original for all purposes.

31. Exhibits. The Exhibits attached hereto are incorporated into and made a part of this Agreement as if set out in full in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

LESSEE:

LEMOORE:

By: _____

By: _____
Nathan Olson, City Manager

Send Notices To:

Send Notices To:

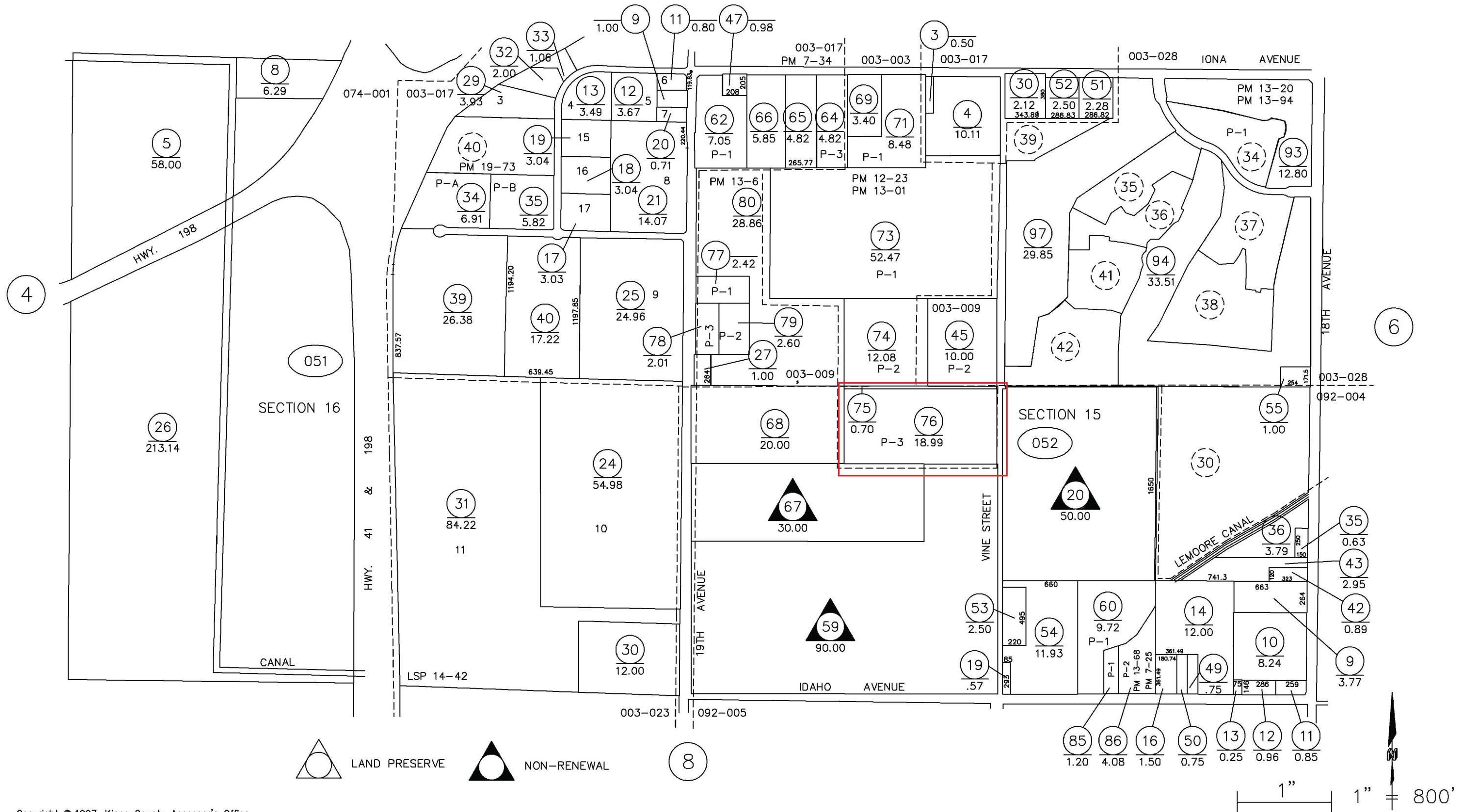
City of Lemoore
Attn: Nathan Olson
119 Fox St.
Lemoore, California 93245
Email: nolson@lemoore.com
Phone: (559) 924-6700

EXHIBIT A

[Property Description]

BK
23

APN: 024-052-076





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

Staff Report

Item No: 5-3

To: Lemoore City Council

From: Steve Brandt, City Planner

Date: October 1, 2020

Meeting Date: October 20, 2020

Subject: Progress Report on the Proposed Lacey Ranch 156-Acre Development Project Outside the City Urban Growth Boundary and Concurrence on Request for Sphere of Influence Amendment

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 Motions:

Following City staff's reporting on the progress made toward the proposed Lacey Ranch project, staff requests City Council's concurrence and direction for the planned amendments to the City's Sphere of Influence.

Subject/Discussion:

City staff brought this item to Council for discussion and initiation at the July 16, 2019, Council meeting. Since that time, City Planning and Public Works staff have been working with Assemi Group representative, Jeff Roberts, on this proposal to amend the Lemoore General Plan and allow a 156-acre residential neighborhood north of the existing City Limits. The Assemi Group has purchased the property and would like to develop the site over a multi-year period as a residential neighborhood with a mix of housing types.

The roughly square-shaped area is bounded by 18th Avenue (Lemoore Avenue) on the west, Glendale Avenue on the south, Lacey Boulevard on the north, and an irrigation ditch on a portion of the east side. There are no structures on the site and in the last few years it has been farmed with row crops. The City's Well 11, water tank, and solar panels are located near the southwest corner of the site.

The developer has hired a CEQA consultant who is preparing an environmental impact report (EIR) for the project. City staff have also been working with the developer on the layout of the single-family lots and the size and density of the multi-family residential portions of the project.

One issue that has come up is the need to amend the City's Sphere of Influence (SOI). The SOI is a boundary larger than the City Limits that can only be modified by the Local Agency Formation Commission (LAFCO). Only areas within the SOI can be annexed and the north half of the Lacey Ranch project site is currently outside the SOI. LAFCO staff have suggested that they would support expansion of the SOI to include the site because the areas west of West Hills College, which were planned for development, are now being protected as open space through a conservation easement issued by the State of California. Since that land cannot be developed, the SOI could be shifted to the project site.

One of the issues City staff and the developer have started discussing are potential mitigation measures for the loss of prime farmland. The discussions included the fact that the site has surface water rights. Staff wants to make sure that the surface water rights, if transferred, remain in the local area and are not sold to interests outside of Kings County.

City staff is not asking Council to preapprove the project or deliberate about its merits. This is an update on the progress that has been made on the preparation of the EIR, the site plan, and the Sphere of Influence. Any concurrence Council chooses to give would inform staff that we are still moving in the right direction. The full project will have public hearings for review and approval, which will likely occur in 2021.

Financial Consideration(s):

None at this time. Financial considerations will be provided when the full project is proposed to the Council.

Alternatives or Pros/Cons:

None. This item is being brought for information and concurrence only.

Commission/Board Recommendation:

None at this time. When the full project is ready for public review it will first go to the Planning Commission for a recommendation from them.

Staff Recommendation:

Staff recommends that Council consider the proposed modification to the Sphere of Influence and direct staff to continue working with LAFCO to request additional territory be added to the Sphere for the purpose of eventually annexing the property for the proposed Lacey Ranch Project.

Attachments:

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

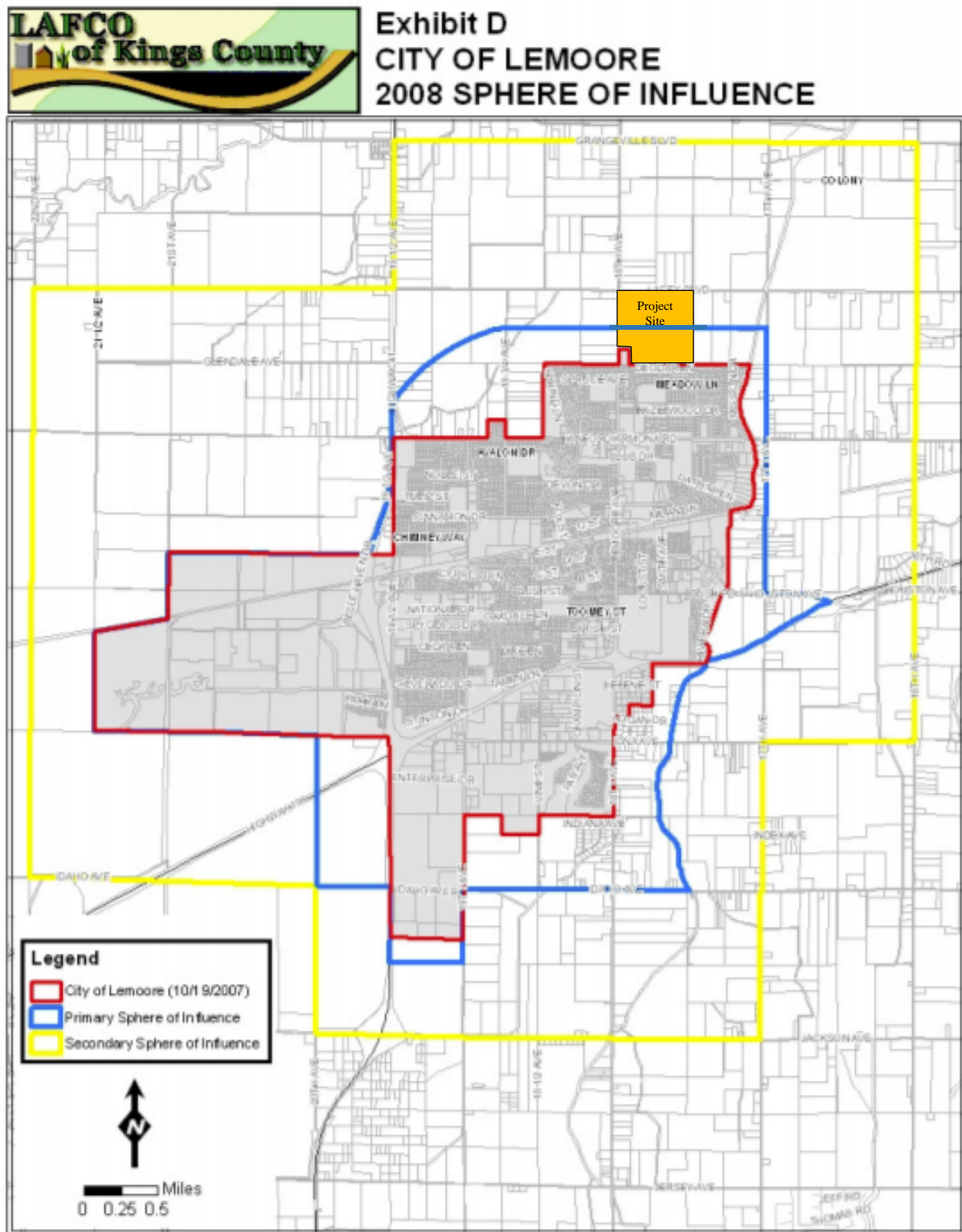
Review:

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

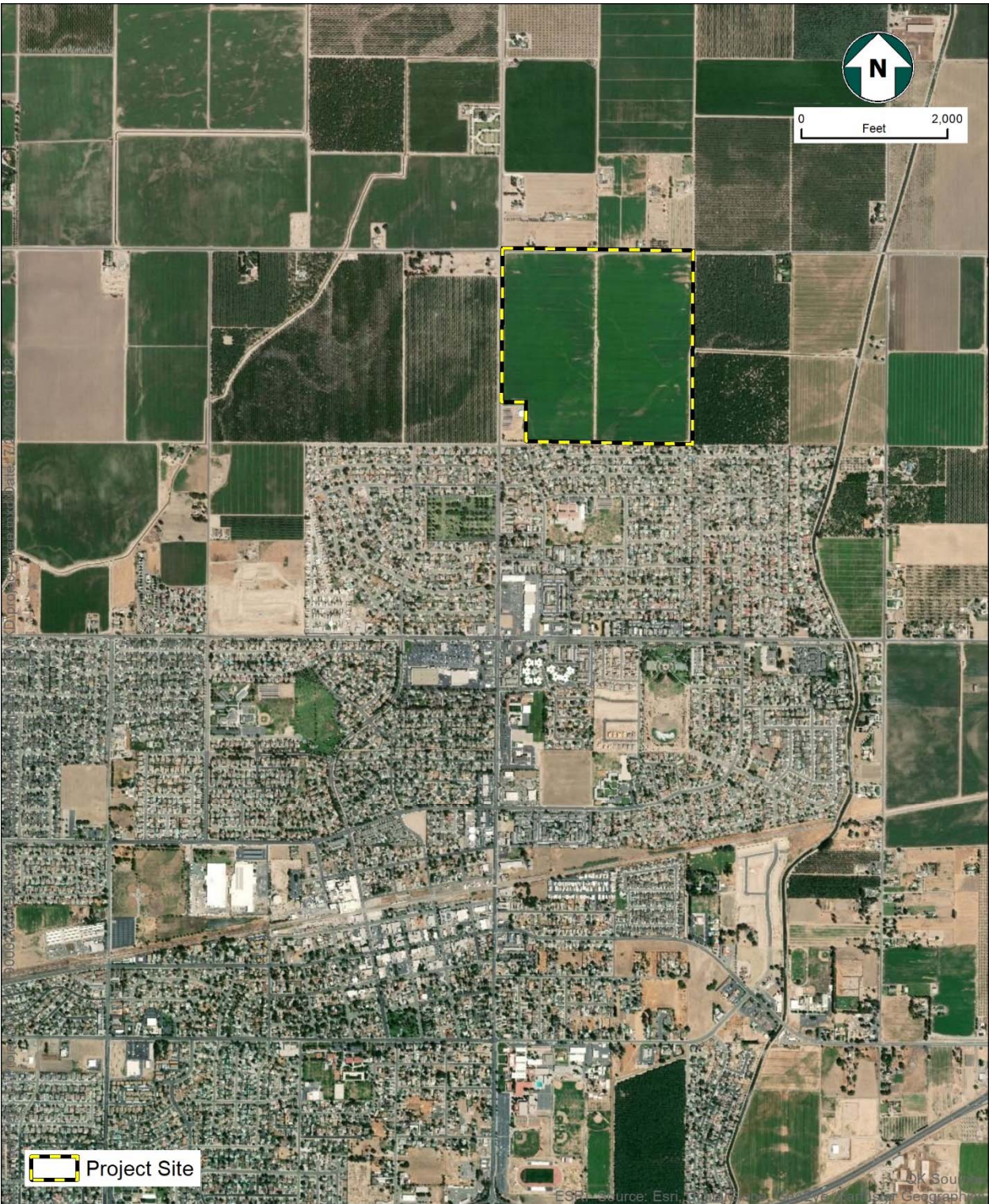
Date:

10/14/2020
10/14/2020
10/14/2020
10/14/2020

Sphere of Influence (SOI) Outlined in Blue – Project Site Shown in Orange



Location Map
Site Outlined in Black/Yellow





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

Staff Report

To: Lemoore City Council

From: Marisa Avalos, City Clerk

Date: October 13, 2020

Meeting Date: October 20, 2020

Subject: Activity Update

Strategic Initiative:

- ☐ Safe & Vibrant Community
- ☐ Fiscally Sound Government
- ☐ Community & Neighborhood Livability

- ☐ Growing & Dynamic Economy
- ☐ Operational Excellence
- ☒ Not Applicable

Reports

- Warrant Register – FY 20/21 October 1, 2020
- Warrant Register – FY 20/21 October 8, 2020

Warrant Register 10-01-2020

PEI
DATE: 10/06/2020
TIME: 16:09:54

CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68251 | 5396 OFFICE DEPOT | | -41.93 | .00 | POLRTFOLIO, 2PKT |
| 3 /21 | 10/01/20 | 21 | | 68251 | 5396 OFFICE DEPOT | | 41.93 | .00 | POLRTFOLIO, 2PKT |
| TOTAL | | | | | | .00 | .00 | .00 | |
| 4380 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68232 | 5977 GREATAMERICA FIN | | 298.52 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 298.52 | .00 | |
| TOTAL | | | | | | .00 | 298.52 | .00 | |

PEI
DATE: 10/06/2020
TIME: 16:09:54

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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 |
| 3 /21 | 10/01/20 | 21 | 10424 | -01 68211 | 6377 THE CRISCOM COMP | | 2,000.00 | -2,000.00 | GOVERNMENTAL AFFAIRS CONS |
| 3 /21 | 10/01/20 | 21 | 10426 | -01 68278 | 7181 SANTA MARIA CALI | | 925.53 | -925.53 | BLANKET PO - LEGAL NOTICE |
| 4 /21 | 10/01/20 | 20 | 10424 | -01 68211 | 6377 THE CRISCOM COMP | | -2,000.00 | 2,000.00 | GOVERNMENTAL AFFAIRS CONS |
| 4 /21 | 10/01/20 | 21 | 10424 | -01 68296 | 6377 THE CRISCOM COMP | | 2,000.00 | -2,000.00 | GOVERNMENTAL AFFAIRS CONS |
| TOTAL | | | | | | .00 | 2,925.53 | -2,925.53 | |
| | | | | | | | | | PRINTING & PUBLICATIONS |
| 4380 | | | | | | | | | |
| | | | | | | | | | RENTALS & LEASES |
| 3 /21 | 10/01/20 | 21 | | 68232 | 5977 GREATAMERICA FIN | | 24.09 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 24.09 | .00 | |
| | | | | | | | | | RENTALS & LEASES |
| TOTAL | | | | | | .00 | 2,949.62 | -2,925.53 | |
| | | | | | | | | | CITY CLERK'S OFFICE |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|-----------------------|-----------|-----------------------|--------|--------------|--------------|----------------------|
| 4220 | | | OPERATING SUPPLIES | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68251 | 5396 OFFICE DEPOT | | 23.61 | .00 | TAPE/STAPLES/POST-IT |
| TOTAL | | | OPERATING SUPPLIES | | | .00 | 23.61 | .00 | |
| 4380 | | | RENTALS & LEASES | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68232 | 5977 GREATAMERICA FIN | | 235.24 | .00 | PRINTER/COPIER |
| TOTAL | | | RENTALS & LEASES | | | .00 | 235.24 | .00 | |
| 4389 | | | BANK FEES AND CHARGES | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68222 | 3022 FIRST BANKCARD | | 235.79 | .00 | INTEREST FEE |
| 3 /21 | 10/01/20 | 21 | | 68222 | 3022 FIRST BANKCARD | | 39.00 | .00 | LATE FEE |
| 4 /21 | 10/01/20 | 21 | | 68307 | 3022 FIRST BANKCARD | | 235.79 | .00 | INTEREST FEE |
| 4 /21 | 10/01/20 | 21 | | 68307 | 3022 FIRST BANKCARD | | 39.00 | .00 | LATE FEE |
| 4 /21 | 10/01/20 | 20 | | 68222 | 3022 FIRST BANKCARD | | -39.00 | .00 | LATE FEE |
| 4 /21 | 10/01/20 | 20 | | 68222 | 3022 FIRST BANKCARD | | -235.79 | .00 | INTEREST FEE |
| TOTAL | | | BANK FEES AND CHARGES | | | .00 | 274.79 | .00 | |
| TOTAL | | | FINANCE | | | .00 | 533.64 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|----------------|
| 4380 | | | | | | | | | |
| 3 /21 | 10/01/20 | | | 68232 | 5977 GREATAMERICA FIN | | 357.66 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 357.66 | .00 | |
| TOTAL | | | | | | .00 | 357.66 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | OPERATING SUPPLIES |
| 3 /21 | 10/01/20 | 21 | 10502 | -01 68252 | 5941 OMEGA INDUSTRIAL | | 850.46 | -850.46 | ALL WIPES SANITIZING |
| 3 /21 | 10/01/20 | 21 | | 68244 | 0304 LEMOORE HARDWARE | | 27.86 | .00 | RAYO 4PK D ALK BATTER |
| TOTAL | | | | | | .00 | 878.32 | -850.46 | |
| 4310 | | | | | | | | | |
| | | | | | | | | | PROFESSIONAL CONTRACT SVC |
| 3 /21 | 10/01/20 | 21 | 10347 | -01 68273 | 5638 SHINEN LANDSCAPE | | 175.00 | -175.00 | CITY BUILDINGS LAWN MAINT |
| 3 /21 | 10/01/20 | 21 | 10347 | -01 68273 | 5638 SHINEN LANDSCAPE | | 225.00 | -225.00 | CITY BUILDINGS LAWN MAINT |
| 3 /21 | 10/01/20 | 21 | 10347 | -01 68273 | 5638 SHINEN LANDSCAPE | | 525.00 | -525.00 | CITY BUILDINGS LAWN MAINT |
| 3 /21 | 10/01/20 | 21 | 10347 | -01 68273 | 5638 SHINEN LANDSCAPE | | 600.00 | -600.00 | CITY BUILDINGS LAWN MAINT |
| 3 /21 | 10/01/20 | 21 | 10347 | -01 68273 | 5638 SHINEN LANDSCAPE | | 600.00 | -600.00 | CITY BUILDINGS LAWN MAINT |
| 3 /21 | 10/01/20 | 21 | 10347 | -01 68273 | 5638 SHINEN LANDSCAPE | | 680.00 | -680.00 | CITY BUILDINGS LAWN MAINT |
| TOTAL | | | | | | .00 | 2,805.00 | -2,805.00 | |
| 4340 | | | | | | | | | |
| | | | | | | | | | UTILITIES |
| 3 /21 | 10/01/20 | 21 | | 68274 | 0423 SOCALGAS | | 66.26 | .00 | 08/14/2020-09/15/2020 |
| 3 /21 | 10/01/20 | 21 | | 68274 | 0423 SOCALGAS | | 66.26 | .00 | 08/14/2020-09/15/2020 |
| 3 /21 | 10/01/20 | 21 | | 68274 | 0423 SOCALGAS | | 67.38 | .00 | 08/14/2020-09/15/2020 |
| 3 /21 | 10/01/20 | 21 | | 68274 | 0423 SOCALGAS | | 67.49 | .00 | 08/18/2020-09/17/2020 |
| 3 /21 | 10/01/20 | 21 | | 68274 | 0423 SOCALGAS | | 30.08 | .00 | 08/14/2020-09/15/2020 |
| 3 /21 | 10/01/20 | 21 | | 68214 | 6685 DIRECTTV | | 22.73 | .00 | 09/05/2020-10/04/2020 |
| 3 /21 | 10/01/20 | 21 | | 68274 | 0423 SOCALGAS | | 27.13 | .00 | 08/18/2020-09/17/2020 |
| 4 /21 | 10/01/20 | 21 | | 68299 | 6685 DIRECTTV | | 22.73 | .00 | 09/05/2020-10/04/2020 |
| 4 /21 | 10/01/20 | 20 | | 68214 | 6685 DIRECTTV | | -22.73 | .00 | 09/05/2020-10/04/2020 |
| TOTAL | | | | | | .00 | 347.33 | .00 | |
| TOTAL | | | | | | .00 | 4,030.65 | -3,655.46 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|------|----------|------------|-----------------|---------------------------|--------|--------------|--------------|------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 3 | /21 | 10/01/20 | 21 | 68203 | 3010 THE ANIMAL HOUSE | | 68.59 | .00 | EUKAUBA DOG FOOD |
| 3 | /21 | 10/01/20 | 21 | 68203 | 3010 THE ANIMAL HOUSE | | 68.59 | .00 | EUK DOG FOOD |
| 3 | /21 | 10/01/20 | 21 | 68217 | 3022 FIRST BANKCARD | | 59.60 | .00 | OFFICE SUPPLIES |
| 3 | /21 | 10/01/20 | 21 | 68217 | 3022 FIRST BANKCARD | | 70.31 | .00 | PAPER ROLL FOR EVIDEN |
| 3 | /21 | 10/01/20 | 21 | 68224 | 3022 FIRST BANKCARD | | 91.05 | .00 | CASE OF NITRILE GLOVE |
| 3 | /21 | 10/01/20 | 21 | 68217 | 3022 FIRST BANKCARD | | 49.06 | .00 | BLADE ROLL CUTTER FOR |
| 3 | /21 | 10/01/20 | 21 | 68221 | 3022 FIRST BANKCARD | | 14.47 | .00 | CAR WASH MOP |
| 3 | /21 | 10/01/20 | 21 | 68221 | 3022 FIRST BANKCARD | | 235.80 | .00 | LITHIUM BATTERIES-RAN |
| 3 | /21 | 10/01/20 | 21 | 68221 | 3022 FIRST BANKCARD | | 262.33 | .00 | RIFLE PARTS-RECOIL BU |
| 3 | /21 | 10/01/20 | 21 | 68217 | 3022 FIRST BANKCARD | | 224.73 | .00 | EVIDENCE SUPPLIES |
| 4 | /21 | 10/01/20 | 20 | 68217 | 3022 FIRST BANKCARD | | -49.06 | .00 | BLADE ROLL CUTTER FOR |
| 4 | /21 | 10/01/20 | 20 | 68217 | 3022 FIRST BANKCARD | | -59.60 | .00 | OFFICE SUPPLIES |
| 4 | /21 | 10/01/20 | 20 | 68217 | 3022 FIRST BANKCARD | | -70.31 | .00 | PAPER ROLL FOR EVIDEN |
| 4 | /21 | 10/01/20 | 20 | 68217 | 3022 FIRST BANKCARD | | -224.73 | .00 | EVIDENCE SUPPLIES |
| 4 | /21 | 10/01/20 | 20 | 68203 | 3010 THE ANIMAL HOUSE | | -68.59 | .00 | EUKAUBA DOG FOOD |
| 4 | /21 | 10/01/20 | 20 | 68203 | 3010 THE ANIMAL HOUSE | | -68.59 | .00 | EUK DOG FOOD |
| 4 | /21 | 10/01/20 | 20 | 68224 | 3022 FIRST BANKCARD | | -91.05 | .00 | CASE OF NITRILE GLOVE |
| 4 | /21 | 10/01/20 | 20 | 68221 | 3022 FIRST BANKCARD | | -14.47 | .00 | CAR WASH MOP |
| 4 | /21 | 10/01/20 | 20 | 68221 | 3022 FIRST BANKCARD | | -235.80 | .00 | LITHIUM BATTERIES-RAN |
| 4 | /21 | 10/01/20 | 20 | 68221 | 3022 FIRST BANKCARD | | -262.33 | .00 | RIFLE PARTS-RECOIL BU |
| 4 | /21 | 10/01/20 | 21 | 68306 | 3022 FIRST BANKCARD | | 14.47 | .00 | CAR WASH MOP |
| 4 | /21 | 10/01/20 | 21 | 68302 | 3022 FIRST BANKCARD | | 49.06 | .00 | BLADE ROLL CUTTER FOR |
| 4 | /21 | 10/01/20 | 21 | 68302 | 3022 FIRST BANKCARD | | 59.60 | .00 | OFFICE SUPPLIES |
| 4 | /21 | 10/01/20 | 21 | 68288 | 3010 THE ANIMAL HOUSE | | 68.59 | .00 | EUKAUBA DOG FOOD |
| 4 | /21 | 10/01/20 | 21 | 68288 | 3010 THE ANIMAL HOUSE | | 68.59 | .00 | EUK DOG FOOD |
| 4 | /21 | 10/01/20 | 21 | 68302 | 3022 FIRST BANKCARD | | 70.31 | .00 | PAPER ROLL FOR EVIDEN |
| 4 | /21 | 10/01/20 | 21 | 68309 | 3022 FIRST BANKCARD | | 91.05 | .00 | CASE OF NITRILE GLOVE |
| 4 | /21 | 10/01/20 | 21 | 68306 | 3022 FIRST BANKCARD | | 235.80 | .00 | LITHIUM BATTERIES-RAN |
| 4 | /21 | 10/01/20 | 21 | 68302 | 3022 FIRST BANKCARD | | 224.73 | .00 | EVIDENCE SUPPLIES |
| 4 | /21 | 10/01/20 | 21 | 68306 | 3022 FIRST BANKCARD | | 262.33 | .00 | RIFLE PARTS-RECOIL B |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 1,144.53 | .00 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 3 | /21 | 10/01/20 | 21 | 10379 -01 68235 | 5814 CITY OF HANFORD | | 16,102.39 | -16,102.39 | OCT-LEM DISPATCH SERV |
| 3 | /21 | 10/01/20 | 21 | 68224 | 3022 FIRST BANKCARD | | 50.00 | .00 | DETECTIVES |
| 4 | /21 | 10/01/20 | 21 | 68309 | 3022 FIRST BANKCARD | | 50.00 | .00 | DETECTIVES |
| 4 | /21 | 10/01/20 | 20 | 68224 | 3022 FIRST BANKCARD | | -50.00 | .00 | DETECTIVES |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 16,152.39 | -16,102.39 | |
| 4320 | | | | | MEETINGS & DUES | | | | |
| 3 | /21 | 10/01/20 | 21 | 68237 | 6329 JENNIFER CHRISTE | | 215.00 | .00 | RED REIBBON/NIATIONAL |
| TOTAL | | | | | MEETINGS & DUES | .00 | 215.00 | .00 | |
| 4340 | | | | | UTILITIES | | | | |
| 3 | /21 | 10/01/20 | 21 | 68224 | 3022 FIRST BANKCARD | | 41.22 | .00 | WATER COOLER RENTAL |
| 3 | /21 | 10/01/20 | 21 | 10496 -01 68286 | 0116 VERIZON WIRELESS | | 1,777.90 | -1,777.90 | BLANKET PURCHASE ORDER |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|------|----------|------------|-----------|-----------------------|--------|--------------|--------------|------------------------|
| 4340 | | | | | | | | | |
| | | | | | (cont'd) | | | | |
| 4 | /21 | 10/01/20 | 20 | 68224 | 3022 FIRST BANKCARD | | -41.22 | .00 | WATER COOLER RENTAL |
| 4 | /21 | 10/01/20 | 21 | 68309 | 3022 FIRST BANKCARD | | 41.22 | .00 | WATER COOLER RENTAL |
| TOTAL | | | | | | .00 | 1,819.12 | -1,777.90 | |
| 4360 | | | | | | | | | |
| 3 | /21 | 10/01/20 | 21 | 68221 | 3022 FIRST BANKCARD | | 40.00 | .00 | PARKING/HOTEL-M. SMITH |
| 3 | /21 | 10/01/20 | 21 | 68221 | 3022 FIRST BANKCARD | | 548.96 | .00 | LODGING-M. SMITH MANAG |
| 3 | /21 | 10/01/20 | 21 | 68219 | 3022 FIRST BANKCARD | | 140.84 | .00 | LODGING-TASER TRAININ |
| 3 | /21 | 10/01/20 | 21 | 68219 | 3022 FIRST BANKCARD | | 140.84 | .00 | LODGING-TASER TRAININ |
| 3 | /21 | 10/01/20 | 21 | 68219 | 3022 FIRST BANKCARD | | 140.84 | .00 | LODGING-TASER TRAININ |
| 3 | /21 | 10/01/20 | 21 | 68209 | 0879 COLLEGE OF THE S | | 162.00 | .00 | ROGER, MARK |
| 3 | /21 | 10/01/20 | 21 | 68221 | 3022 FIRST BANKCARD | | 250.00 | .00 | TUITION-PESCATORE-LEA |
| 3 | /21 | 10/01/20 | 21 | 68217 | 3022 FIRST BANKCARD | | 250.00 | .00 | NON-POST TRAINING-K.N |
| 4 | /21 | 10/01/20 | 20 | 68209 | 0879 COLLEGE OF THE S | | -162.00 | .00 | ROGER, MARK |
| 4 | /21 | 10/01/20 | 20 | 68217 | 3022 FIRST BANKCARD | | -250.00 | .00 | NON-POST TRAINING-K.N |
| 4 | /21 | 10/01/20 | 20 | 68221 | 3022 FIRST BANKCARD | | -548.96 | .00 | LODGING-M. SMITH MANAG |
| 4 | /21 | 10/01/20 | 20 | 68221 | 3022 FIRST BANKCARD | | -250.00 | .00 | TUITION-PESCATORE-LEA |
| 4 | /21 | 10/01/20 | 20 | 68221 | 3022 FIRST BANKCARD | | -40.00 | .00 | PARKING/HOTEL-M. SMITH |
| 4 | /21 | 10/01/20 | 20 | 68219 | 3022 FIRST BANKCARD | | -140.84 | .00 | LODGING-TASER TRAININ |
| 4 | /21 | 10/01/20 | 20 | 68219 | 3022 FIRST BANKCARD | | -140.84 | .00 | LODGING-TASER TRAININ |
| 4 | /21 | 10/01/20 | 20 | 68219 | 3022 FIRST BANKCARD | | -140.84 | .00 | LODGING-TASER TRAININ |
| 4 | /21 | 10/01/20 | 21 | 68306 | 3022 FIRST BANKCARD | | 40.00 | .00 | PARKING/HOTEL-M. SMITH |
| 4 | /21 | 10/01/20 | 21 | 68306 | 3022 FIRST BANKCARD | | 548.96 | .00 | LODGING-M. SMITH MANAG |
| 4 | /21 | 10/01/20 | 21 | 68306 | 3022 FIRST BANKCARD | | 250.00 | .00 | TUITION-PESCATORE-LEA |
| 4 | /21 | 10/01/20 | 21 | 68302 | 3022 FIRST BANKCARD | | 250.00 | .00 | NON-POST TRAINING-K.N |
| 4 | /21 | 10/01/20 | 21 | 68304 | 3022 FIRST BANKCARD | | 140.84 | .00 | LODGING-TASER TRAININ |
| 4 | /21 | 10/01/20 | 21 | 68304 | 3022 FIRST BANKCARD | | 140.84 | .00 | LODGING-TASER TRAININ |
| 4 | /21 | 10/01/20 | 21 | 68304 | 3022 FIRST BANKCARD | | 140.84 | .00 | LODGING-TASER TRAININ |
| 4 | /21 | 10/01/20 | 21 | 68294 | 0879 COLLEGE OF THE S | | 162.00 | .00 | ROGER, MARK |
| TOTAL | | | | | | .00 | 1,673.48 | .00 | |
| TOTAL | | | | | | .00 | 21,004.52 | -17,880.29 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|---------------------------|----------|------------|-----------|---------------------|-----------------------|--------------|--------------|---------------------------|
| 4220 | OPERATING SUPPLIES | | | | | | | | |
| 3 | /21 | 10/01/20 | 21 | 10509 | -01 68272 | 2932 SAVEMART SUPPERM | 310.52 | -310.52 | 5/13/2020 TUESDAY NIGHT T |
| 3 | /21 | 10/01/20 | 21 | 10509 | -02 68272 | 2932 SAVEMART SUPPERM | 49.61 | -49.61 | 6/28/2020 TUESDAY NIGHT T |
| 3 | /21 | 10/01/20 | 21 | 10509 | -03 68272 | 2932 SAVEMART SUPPERM | 121.69 | -121.69 | 07/14/2020 TUESDAY NIGHT |
| 3 | /21 | 10/01/20 | 21 | 10509 | -04 68272 | 2932 SAVEMART SUPPERM | 137.91 | -137.91 | 8/10/2020 TUESDAY NIGHT T |
| 3 | /21 | 10/01/20 | 21 | 10509 | -05 68272 | 2932 SAVEMART SUPPERM | 230.67 | -230.67 | 8/11/2020 TUESDAY NIGHT T |
| 3 | /21 | 10/01/20 | 21 | 10509 | -06 68272 | 2932 SAVEMART SUPPERM | 266.44 | -266.44 | 8/19/2020 TUESDAY NIGHT T |
| 3 | /21 | 10/01/20 | 21 | 10509 | -07 68272 | 2932 SAVEMART SUPPERM | 55.16 | -55.16 | 8/22/2020 TUESDAY NIGHT T |
| 3 | /21 | 10/01/20 | 21 | 10509 | -08 68272 | 2932 SAVEMART SUPPERM | 92.49 | -92.49 | 8/25/2020 TUESDAY NIGHT |
| 3 | /21 | 10/01/20 | 21 | 10509 | -09 68272 | 2932 SAVEMART SUPPERM | 142.42 | -142.42 | 8/17/2020 TUESDAY NIGHT T |
| 3 | /21 | 10/01/20 | 21 | 68220 | 3022 FIRST BANKCARD | | 377.52 | .00 | HANDHELD RADIO BATTER |
| 3 | /21 | 10/01/20 | 21 | 68220 | 3022 FIRST BANKCARD | | 168.69 | .00 | INK FOR STATION PRINT |
| 3 | /21 | 10/01/20 | 21 | 68220 | 3022 FIRST BANKCARD | | 225.19 | .00 | FOGGER/MISTER FOR SAN |
| 3 | /21 | 10/01/20 | 21 | 68220 | 3022 FIRST BANKCARD | | 56.03 | .00 | TRASH BAGS FOR THE ST |
| 4 | /21 | 10/01/20 | 20 | 68220 | 3022 FIRST BANKCARD | | -56.03 | .00 | TRASH BAGS FOR THE ST |
| 4 | /21 | 10/01/20 | 20 | 68220 | 3022 FIRST BANKCARD | | -168.69 | .00 | INK FOR STATION PRINT |
| 4 | /21 | 10/01/20 | 20 | 68220 | 3022 FIRST BANKCARD | | -225.19 | .00 | FOGGER/MISTER FOR SAN |
| 4 | /21 | 10/01/20 | 20 | 68220 | 3022 FIRST BANKCARD | | -377.52 | .00 | HANDHELD RADIO BATTER |
| 4 | /21 | 10/01/20 | 21 | 68305 | 3022 FIRST BANKCARD | | 168.69 | .00 | INK FOR STATION PRINT |
| 4 | /21 | 10/01/20 | 21 | 68305 | 3022 FIRST BANKCARD | | 225.19 | .00 | FOGGER/MISTER FOR SAT |
| 4 | /21 | 10/01/20 | 21 | 68305 | 3022 FIRST BANKCARD | | 377.52 | .00 | HANDHELD RAIDO BATTER |
| 4 | /21 | 10/01/20 | 21 | 68305 | 3022 FIRST BANKCARD | | 56.03 | .00 | TRASH BAGS FOR THE ST |
| TOTAL | OPERATING SUPPLIES | | | | | .00 | 2,234.34 | -1,406.91 | |
| 4230 | REPAIR/MAINT SUPPLIES | | | | | | | | |
| 3 | /21 | 10/01/20 | 21 | 10510 | -01 68212 | 0126 L.N. CURTIS & SO | 495.00 | -495.00 | 3-14" PIRAYA DIAMOND CUT |
| 3 | /21 | 10/01/20 | 21 | 10510 | -02 68212 | 0126 L.N. CURTIS & SO | 35.89 | -35.89 | TAX |
| 3 | /21 | 10/01/20 | 21 | 10510 | -03 68212 | 0126 L.N. CURTIS & SO | 37.88 | -37.88 | TRANSPORTATION |
| 3 | /21 | 10/01/20 | 21 | 68220 | 3022 FIRST BANKCARD | | 51.44 | .00 | TRUCK CAUTION TAPE RE |
| 4 | /21 | 10/01/20 | 20 | 68220 | 3022 FIRST BANKCARD | | -51.44 | .00 | TRUCK CAUTION TAPE RE |
| 4 | /21 | 10/01/20 | 20 | 10510 | -01 68212 | 0126 L.N. CURTIS & SO | -495.00 | 495.00 | 3-14" PIRAYA DIAMOND CUT |
| 4 | /21 | 10/01/20 | 20 | 10510 | -02 68212 | 0126 L.N. CURTIS & SO | -35.89 | 35.89 | TAX |
| 4 | /21 | 10/01/20 | 20 | 10510 | -03 68212 | 0126 L.N. CURTIS & SO | -37.88 | 37.88 | TRANSPORTATION |
| 4 | /21 | 10/01/20 | 21 | 68305 | 3022 FIRST BANKCARD | | 51.44 | .00 | TRUCK CAUTION TAPE RE |
| 4 | /21 | 10/01/20 | 21 | 10510 | -01 68297 | 0126 L.N. CURTIS & SO | 495.00 | -495.00 | 3-14" PIRAYA DIAMOND CUT |
| 4 | /21 | 10/01/20 | 21 | 10510 | -02 68297 | 0126 L.N. CURTIS & SO | 35.89 | -35.89 | TAX |
| 4 | /21 | 10/01/20 | 21 | 10510 | -03 68297 | 0126 L.N. CURTIS & SO | 37.88 | -37.88 | TRANSPORTATION |
| TOTAL | REPAIR/MAINT SUPPLIES | | | | | .00 | 620.21 | -568.77 | |
| 4310 | PROFESSIONAL CONTRACT SVC | | | | | | | | |
| 3 | /21 | 10/01/20 | 21 | 10377 | -01 68235 | 5814 CITY OF HANFORD | 12,076.79 | -12,076.79 | OCT-LEM FIRE MONTHLY |
| TOTAL | PROFESSIONAL CONTRACT SVC | | | | | .00 | 12,076.79 | -12,076.79 | |
| 4335 | POSTAGE & MAILING | | | | | | | | |
| 3 | /21 | 10/01/20 | 21 | 68220 | 3022 FIRST BANKCARD | | 1.80 | .00 | POSTAGE FOR J.BLANKSH |
| 3 | /21 | 10/01/20 | 21 | 68220 | 3022 FIRST BANKCARD | | 24.76 | .00 | POSTAGE FOR PAGER REP |
| 4 | /21 | 10/01/20 | 21 | 68305 | 3022 FIRST BANKCARD | | 24.76 | .00 | POSTAGE FOR PAGER REP |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4335 | | | | | (cont'd) | | | | |
| 4 /21 | 10/01/20 | 21 | | 68305 | 3022 FIRST BANKCARD | | 1.80 | .00 | POSTAGE FOR J.BLANKIN |
| 4 /21 | 10/01/20 | 20 | | 68220 | 3022 FIRST BANKCARD | | -1.80 | .00 | POSTAGE FOR J.BLANKSH |
| 4 /21 | 10/01/20 | 20 | | 68220 | 3022 FIRST BANKCARD | | -24.76 | .00 | POSTAGE FOR PAGER REP |
| TOTAL | | | | | POSTAGE & MAILING | .00 | 26.56 | .00 | |
| 4350 | | | | | REPAIR/MAINT SERVICES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68220 | 3022 FIRST BANKCARD | | 320.00 | .00 | HANDHELD RADIO REPAIR |
| 3 /21 | 10/01/20 | 21 | | 68220 | 3022 FIRST BANKCARD | | 320.00 | .00 | HANDHELD RADIO REPAIR |
| 4 /21 | 10/01/20 | 20 | | 68220 | 3022 FIRST BANKCARD | | -320.00 | .00 | HANDHELD RADIO REPAIR |
| 4 /21 | 10/01/20 | 20 | | 68220 | 3022 FIRST BANKCARD | | -320.00 | .00 | HANDHELD RADIO REPAIR |
| 4 /21 | 10/01/20 | 21 | | 68305 | 3022 FIRST BANKCARD | | 320.00 | .00 | HANDHELD RADIO REPAIR |
| 4 /21 | 10/01/20 | 21 | | 68305 | 3022 FIRST BANKCARD | | 320.00 | .00 | HANDHELD RADIO REPAIR |
| TOTAL | | | | | REPAIR/MAINT SERVICES | .00 | 640.00 | .00 | |
| 4380 | | | | | RENTALS & LEASES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68232 | 5977 GREATAMERICA FIN | | 16.07 | .00 | PRINTER/COPIER |
| TOTAL | | | | | RENTALS & LEASES | .00 | 16.07 | .00 | |
| TOTAL | | | | | FIRE | .00 | 15,613.97 | -14,052.47 | |

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|------|----------|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | | | | | | | |
| | | | | | OPERATING SUPPLIES | | | | |
| 3 | /21 | 10/01/20 | 21 | 68244 | 0304 LEMOORE HARDWARE | | -2.15 | .00 | RETURN BATTERIES |
| 3 | /21 | 10/01/20 | 21 | 68218 | 3022 FIRST BANKCARD | | 417.18 | .00 | OFFICE SUPPLIES |
| 3 | /21 | 10/01/20 | 21 | 68244 | 0304 LEMOORE HARDWARE | | 25.72 | .00 | BATTERIES FOR INSPECT |
| 4 | /21 | 10/01/20 | 21 | 68303 | 3022 FIRST BANKCARD | | 417.18 | .00 | OFFICE SUPPLIES |
| 4 | /21 | 10/01/20 | 20 | 68218 | 3022 FIRST BANKCARD | | -417.18 | .00 | OFFICE SUPPLIES |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 440.75 | .00 | |
| 4380 | | | | | | | | | |
| | | | | | RENTALS & LEASES | | | | |
| 3 | /21 | 10/01/20 | 21 | 68232 | 5977 GREATAMERICA FIN | | 617.61 | .00 | PRINTER/COPIER |
| TOTAL | | | | | RENTALS & LEASES | .00 | 617.61 | .00 | |
| TOTAL | | | | | BUILDING INSPECTION | .00 | 1,058.36 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|--------------------|-----------|-----------------------|--------|--------------|--------------|----------------|
| 4220 | | | OPERATING SUPPLIES | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68251 | 5396 OFFICE DEPOT | | -21.64 | .00 | BINDING, PLAS |
| 3 /21 | 10/01/20 | 21 | | 68251 | 5396 OFFICE DEPOT | | 21.64 | .00 | BINDING, PLAS |
| TOTAL | | | OPERATING SUPPLIES | | | .00 | .00 | .00 | |
| 4380 | | | RENTALS & LEASES | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68232 | 5977 GREATAMERICA FIN | | 354.68 | .00 | PRINTER/COPIER |
| TOTAL | | | RENTALS & LEASES | | | .00 | 354.68 | .00 | |
| TOTAL | | | PUBLIC WORKS | | | .00 | 354.68 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|------|----------|------------|-----------|---------------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | | | | | |
| | | | | | UTILITIES | | | | |
| 3 | /21 | 10/01/20 | 21 | 68258 | 0363 PG&E | | 358.44 | .00 | 08/22/2020-09/22/2020 |
| 3 | /21 | 10/01/20 | 21 | 68254 | 0363 PG&E | | 69.62 | .00 | 08/18/2020-09/16/2020 |
| 3 | /21 | 10/01/20 | 21 | 68263 | 0363 PG&E | | 75.95 | .00 | 08/22/2020-09/22/2020 |
| 3 | /21 | 10/01/20 | 21 | 68261 | 0363 PG&E | | 79.32 | .00 | 08/13/2020-09/11/2020 |
| 3 | /21 | 10/01/20 | 21 | 68255 | 0363 PG&E | | 1,271.29 | .00 | 08/15/2020-09/15/2020 |
| 3 | /21 | 10/01/20 | 21 | 68259 | 0363 PG&E | | 7,207.82 | .00 | 08/15/2020-09/15/2020 |
| 3 | /21 | 10/01/20 | 21 | 68214 | 6685 DIRECTTV | | 22.73 | .00 | 09/05/2020-10/04/2020 |
| 4 | /21 | 10/01/20 | 21 | 68299 | 6685 DIRECTTV | | 22.73 | .00 | 09/05/2020-10/04/2020 |
| 4 | /21 | 10/01/20 | 20 | 68214 | 6685 DIRECTTV | | -22.73 | .00 | 09/05/2020-10/04/2020 |
| TOTAL | | | | | UTILITIES | .00 | 9,085.17 | .00 | |
| TOTAL | | | | | STREETS | .00 | 9,085.17 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68256 | 0363 PG&E | | 723.33 | .00 | 08/07/2020-09/07/2020 |
| TOTAL | | | | | | .00 | 723.33 | .00 | |
| TOTAL | | | | | | .00 | 723.33 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|----------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68206 | 6099 BOCKYN, LLC | | 250.00 | .00 | SEPT 2020 SOFT MAINT |
| 4 /21 | 10/01/20 | 20 | | 68206 | 6099 BOCKYN, LLC | | -250.00 | .00 | SEPT 2020 SOFT MAINT |
| 4 /21 | 10/01/20 | 21 | | 68291 | 6099 BOCKYN, LLC | | 250.00 | .00 | SET. 2020 SOFT MAINT |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 250.00 | .00 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 3 /21 | 10/01/20 | 21 | | 68206 | 6099 BOCKYN, LLC | | 250.00 | .00 | OCT 2020- SOFT MAINT |
| 4 /21 | 10/01/20 | 20 | | 68206 | 6099 BOCKYN, LLC | | -250.00 | .00 | OCT 2020- SOFT MAINT |
| 4 /21 | 10/01/20 | 21 | | 68291 | 6099 BOCKYN, LLC | | 250.00 | .00 | OCT 2020- SOFT MAINT |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 250.00 | .00 | |
| 4380 | | | | | RENTALS & LEASES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68232 | 5977 GREATAMERICA FIN | | 455.24 | .00 | PRINTER/COPIER |
| TOTAL | | | | | RENTALS & LEASES | .00 | 455.24 | .00 | |
| TOTAL | | | | | RECREATION | .00 | 955.24 | .00 | |

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|------|----------|------------|-----------|---------------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | | | | | | | |
| | | | | | OPERATING SUPPLIES | | | | |
| 3 | /21 | 10/01/20 | 21 | 68223 | 3022 FIRST BANKCARD | | 462.32 | .00 | EMAIL |
| 3 | /21 | 10/01/20 | 21 | 68217 | 3022 FIRST BANKCARD | | 150.06 | .00 | KEYBOARDS FOR RECORDS |
| 3 | /21 | 10/01/20 | 21 | 68223 | 3022 FIRST BANKCARD | | 56.00 | .00 | OFFICE 365 |
| 3 | /21 | 10/01/20 | 21 | 68223 | 3022 FIRST BANKCARD | | 85.78 | .00 | C270 |
| 3 | /21 | 10/01/20 | 21 | 68217 | 3022 FIRST BANKCARD | | 109.94 | .00 | KEYBOARDS FOR RECORDS |
| 3 | /21 | 10/01/20 | 21 | 68223 | 3022 FIRST BANKCARD | | 6.96 | .00 | IPHONE SCREEN PROTECT |
| 3 | /21 | 10/01/20 | 21 | 68223 | 3022 FIRST BANKCARD | | 27.86 | .00 | REPLACEMENT IPHONE |
| 4 | /21 | 10/01/20 | 21 | 68302 | 3022 FIRST BANKCARD | | 150.06 | .00 | KEYBOARDS FOR RECORDS |
| 4 | /21 | 10/01/20 | 21 | 68308 | 3022 FIRST BANKCARD | | 462.32 | .00 | EMAIL |
| 4 | /21 | 10/01/20 | 21 | 68308 | 3022 FIRST BANKCARD | | 6.96 | .00 | IPHONE SCREEN PROTECT |
| 4 | /21 | 10/01/20 | 21 | 68308 | 3022 FIRST BANKCARD | | 27.86 | .00 | REPLACEMENT IPHONE HO |
| 4 | /21 | 10/01/20 | 21 | 68308 | 3022 FIRST BANKCARD | | 56.00 | .00 | OFFICE 365 |
| 4 | /21 | 10/01/20 | 21 | 68308 | 3022 FIRST BANKCARD | | 85.78 | .00 | C270 |
| 4 | /21 | 10/01/20 | 21 | 68302 | 3022 FIRST BANKCARD | | 109.94 | .00 | KEYBOARDS FOR RECORDS |
| 4 | /21 | 10/01/20 | 20 | 68217 | 3022 FIRST BANKCARD | | -109.94 | .00 | KEYBOARDS FOR RECORDS |
| 4 | /21 | 10/01/20 | 20 | 68217 | 3022 FIRST BANKCARD | | -150.06 | .00 | KEYBOARDS FOR RECORDS |
| 4 | /21 | 10/01/20 | 20 | 68223 | 3022 FIRST BANKCARD | | -6.96 | .00 | IPHONE SCREEN PROTECT |
| 4 | /21 | 10/01/20 | 20 | 68223 | 3022 FIRST BANKCARD | | -27.86 | .00 | REPLACEMENT IPHONE |
| 4 | /21 | 10/01/20 | 20 | 68223 | 3022 FIRST BANKCARD | | -56.00 | .00 | OFFICE 365 |
| 4 | /21 | 10/01/20 | 20 | 68223 | 3022 FIRST BANKCARD | | -85.78 | .00 | C270 |
| 4 | /21 | 10/01/20 | 20 | 68223 | 3022 FIRST BANKCARD | | -462.32 | .00 | EMAIL |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 898.92 | .00 | |
| 4310 | | | | | | | | | |
| | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 3 | /21 | 10/01/20 | 21 | 68283 | 5818 UNWIRED BROADBAN | | 98.55 | .00 | ADDITIONAL DISK SPACE |
| 3 | /21 | 10/01/20 | 21 | 68283 | 5818 UNWIRED BROADBAN | | 210.00 | .00 | ASYMMETRICAL 21 MBPS |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 308.55 | .00 | |
| 4340 | | | | | | | | | |
| | | | | | UTILITIES | | | | |
| 3 | /21 | 10/01/20 | 21 | 68204 | 5516 AT&T | | 24.03 | .00 | 939-103-4003 |
| 4 | /21 | 10/01/20 | 21 | 68289 | 5516 AT&T | | 24.03 | .00 | 939-103-4003 |
| 4 | /21 | 10/01/20 | 20 | 68204 | 5516 AT&T | | -24.03 | .00 | 939-103-4003 |
| TOTAL | | | | | UTILITIES | .00 | 24.03 | .00 | |
| 4380 | | | | | | | | | |
| | | | | | RENTALS & LEASES | | | | |
| 3 | /21 | 10/01/20 | 21 | 68232 | 5977 GREATAMERICA FIN | | 1.59 | .00 | PRINTER/COPIER |
| TOTAL | | | | | RENTALS & LEASES | .00 | 1.59 | .00 | |
| TOTAL | | | | | INFORMATION TECHNOLOGY | .00 | 1,233.09 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | 10425 | -01 68239 | 6543 KINGS INDUSTRIAL | | 220.00 | -220.00 | HR REQUIRED TESTING |
| 3 /21 | 10/01/20 | 21 | 10503 | -01 68247 | 2283 LIEBERT CASSIDY | | 236.00 | -236.00 | PERSONNEL LEGAL SERVICES |
| 3 /21 | 10/01/20 | 21 | 10503 | -01 68247 | 2283 LIEBERT CASSIDY | | 324.50 | -324.50 | PERSONNEL LEGAL SERVICES |
| 3 /21 | 10/01/20 | 21 | 10503 | -01 68247 | 2283 LIEBERT CASSIDY | | 3,923.50 | -3,923.50 | PERSONNEL LEGAL SERVICES |
| TOTAL | | | | | | .00 | 4,704.00 | -4,704.00 | |
| 4380 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | | 5977 GREATAMERICA FIN | | 58.53 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 58.53 | .00 | |
| TOTAL | | | | | | .00 | 4,762.53 | -4,704.00 | |
| TOTAL | | | | | | .00 | 62,960.98 | -43,217.75 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

FUND - 033 - LOCAL TRANSPORTATION FUND
BUDGET UNIT - 5015 - VINE STREET PEDESTRIAN PA

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | 10520 | -01 68278 | 7181 SANTA MARIA CALI | | 1,317.95 | -1,317.95 | LEGAL AD FOR BID SOLICITA |
| TOTAL | | | | | | .00 | 1,317.95 | -1,317.95 | |
| TOTAL | | | | | | .00 | 1,317.95 | -1,317.95 | |
| TOTAL | | | | | | .00 | 1,317.95 | -1,317.95 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-------------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68225 | 3022 FIRST BANKCARD | | 234.85 | .00 | 6' FG SETP LADDER |
| 4 /21 | 10/01/20 | 20 | | 68225 | 3022 FIRST BANKCARD | | -234.85 | .00 | 6' FG SETP LADDER |
| 4 /21 | 10/01/20 | 21 | | 68310 | 3022 FIRST BANKCARD | | 234.85 | .00 | 6' FG STEP LADDER |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 234.85 | .00 | |
| 4220F | | | | | OPERATING SUPPLIES FUEL | | | | |
| 3 /21 | 10/01/20 | 21 | | 68219 | 3022 FIRST BANKCARD | | 49.63 | .00 | FUEL-UNIT #51-PESCATO |
| 4 /21 | 10/01/20 | 20 | | 68219 | 3022 FIRST BANKCARD | | -49.63 | .00 | FUEL-UNIT #51-PESCATO |
| 4 /21 | 10/01/20 | 21 | | 68304 | 3022 FIRST BANKCARD | | 49.63 | .00 | FUEL-UNIT #51-PESCATO |
| TOTAL | | | | | OPERATING SUPPLIES FUEL | .00 | 49.63 | .00 | |
| 4230 | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 3 /21 | 10/01/20 | 21 | 10505 -01 | 68207 | 6411 BRIDGEPORT MANUF | | 3,593.77 | -3,593.77 | REPAIRS ON TRUCK #117 |
| 3 /21 | 10/01/20 | 21 | | 68234 | 6146 HANFORD CHRYSLER | | -5.00 | .00 | CREDIT FROM INV#79869 |
| 3 /21 | 10/01/20 | 21 | | 68236 | 6715 INTERSTATE BILLI | | 96.24 | .00 | SWITCH-TURN SIGNAL |
| 3 /21 | 10/01/20 | 21 | | 68234 | 6146 HANFORD CHRYSLER | | 287.26 | .00 | AA PUMP WATE 07042001 |
| 3 /21 | 10/01/20 | 21 | | 68218 | 3022 FIRST BANKCARD | | 181.82 | .00 | 10 HIX-S |
| 3 /21 | 10/01/20 | 21 | | 68271 | 5615 SAUNDERS AUTOMAT | | 120.25 | .00 | SENSOR ASSEMBLY-SPEED |
| 4 /21 | 10/01/20 | 20 | | 68218 | 3022 FIRST BANKCARD | | -181.82 | .00 | 10 HIX-S |
| 4 /21 | 10/01/20 | 20 | 10505 -01 | 68207 | 6411 BRIDGEPORT MANUF | | -3,593.77 | 3,593.77 | REPAIRS ON TRUCK #117 |
| 4 /21 | 10/01/20 | 21 | 10505 -01 | 68292 | 6411 BRIDGEPORT MANUF | | 3,593.77 | -3,593.77 | REPAIRS ON TRUCK #117 |
| 4 /21 | 10/01/20 | 21 | | 68303 | 3022 FIRST BANKCARD | | 181.82 | .00 | 10 HIX-S |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 4,274.34 | -3,593.77 | |
| 4350 | | | | | REPAIR/MAINT SERVICES | | | | |
| 3 /21 | 10/01/20 | 21 | 10506 -01 | 68228 | 1937 FORK LIFT SPECIA | | 1,149.66 | -1,149.66 | RELPAIRS ON UNIT #899 |
| 3 /21 | 10/01/20 | 21 | 10507 -01 | 68280 | 5227 TOYOTA MATERIAL | | 615.00 | -615.00 | REPAIRS ON UNIT #972 |
| 3 /21 | 10/01/20 | 21 | 10482 -03 | 68284 | 4068 VALLEY POWER SYS | | 375.00 | -375.00 | CALL OUT TO ASSESS VOLTAG |
| 3 /21 | 10/01/20 | 21 | 10482 -04 | 68284 | 4068 VALLEY POWER SYS | | 150.00 | -150.00 | MILAGE TO TRAVEL |
| 3 /21 | 10/01/20 | 21 | 10385 -01 | 68205 | 0056 BILLINGSLEY TIRE | | 25.00 | -25.00 | TIRE REPAIR/REPLACEMENT |
| 3 /21 | 10/01/20 | 21 | 10385 -01 | 68205 | 0056 BILLINGSLEY TIRE | | 602.38 | -602.38 | TIRE REPAIR/REPLACEMENT |
| 3 /21 | 10/01/20 | 21 | 10385 -01 | 68205 | 0056 BILLINGSLEY TIRE | | 750.02 | -750.02 | TIRE REPAIR/REPLACEMENT |
| 3 /21 | 10/01/20 | 21 | 10385 -01 | 68205 | 0056 BILLINGSLEY TIRE | | 1,315.52 | -1,315.52 | TIRE REPAIR/REPLACEMENT |
| 4 /21 | 10/01/20 | 20 | 10385 -01 | 68205 | 0056 BILLINGSLEY TIRE | | -25.00 | 25.00 | TIRE REPAIR/REPLACEMENT |
| 4 /21 | 10/01/20 | 20 | 10385 -01 | 68205 | 0056 BILLINGSLEY TIRE | | -602.38 | 602.38 | TIRE REPAIR/REPLACEMENT |
| 4 /21 | 10/01/20 | 20 | 10385 -01 | 68205 | 0056 BILLINGSLEY TIRE | | -750.02 | 750.02 | TIRE REPAIR/REPLACEMENT |
| 4 /21 | 10/01/20 | 20 | 10385 -01 | 68205 | 0056 BILLINGSLEY TIRE | | -1,315.52 | 1,315.52 | TIRE REPAIR/REPLACEMENT |
| 4 /21 | 10/01/20 | 21 | 10385 -01 | 68290 | 0056 BILLINGSLEY TIRE | | 25.00 | -25.00 | TIRE REPAIR/REPLACEMENT |
| 4 /21 | 10/01/20 | 21 | 10385 -01 | 68290 | 0056 BILLINGSLEY TIRE | | 602.38 | -602.38 | TIRE REPAIR/REPLACEMENT |
| 4 /21 | 10/01/20 | 21 | 10385 -01 | 68290 | 0056 BILLINGSLEY TIRE | | 750.02 | -750.02 | TIRE REPAIR/REPLACEMENT |
| 4 /21 | 10/01/20 | 21 | 10385 -01 | 68290 | 0056 BILLINGSLEY TIRE | | 1,315.52 | -1,315.52 | TIRE REPAIR/REPLACEMENT |
| TOTAL | | | | | REPAIR/MAINT SERVICES | .00 | 4,982.58 | -4,982.58 | |
| 4380 | | | | | RENTALS & LEASES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68232 | 5977 GREATAMERICA FIN | | 84.76 | .00 | PRINTER/COPIER |
| TOTAL | | | | | RENTALS & LEASES | .00 | 84.76 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|--------------------------|----------------|---------------------|--------|--------------|--------------|--------------------|
| 4380 | | | RENTALS & LEASES | (cont'd) | | | | | |
| 4825 | | | MACHINERY & EQUIPMENT | | | | | | |
| 3 /21 | 10/01/20 | 21 | C697 | -01 68218 | 3022 FIRST BANKCARD | | 3,600.00 | -4,355.00 | OIL FILTER CRUSHER |
| 3 /21 | 10/01/20 | 21 | C697 | -02 68218 | 3022 FIRST BANKCARD | | 261.00 | -315.74 | TAX |
| 4 /21 | 10/01/20 | 20 | C697 | -01 68218 | 3022 FIRST BANKCARD | | -3,600.00 | 4,355.00 | OIL FILTER CRUSHER |
| 4 /21 | 10/01/20 | 20 | C697 | -02 68218 | 3022 FIRST BANKCARD | | -261.00 | 315.74 | TAX |
| 4 /21 | 10/01/20 | 21 | C697 | -01 68303 | 3022 FIRST BANKCARD | | 3,600.00 | -4,355.00 | OIL FILTER CRUSHER |
| 4 /21 | 10/01/20 | 21 | C697 | -02 68303 | 3022 FIRST BANKCARD | | 261.00 | -315.74 | TAX |
| TOTAL | | | MACHINERY & EQUIPMENT | | | .00 | 3,861.00 | -4,670.74 | |
| 4825AR | | | MACH/EQUIP ASSET REPLACE | | | | | | |
| 3 /21 | 10/01/20 | 21 | C696 | -01 68218 | 3022 FIRST BANKCARD | | 2,799.00 | -2,495.00 | PRESS FOR FLEET |
| 3 /21 | 10/01/20 | 21 | C696 | -02 68218 | 3022 FIRST BANKCARD | | 202.93 | -210.11 | TAX |
| 3 /21 | 10/01/20 | 21 | C696 | -03 0217SEPT20 | 3022 FIRST BANKCARD | | .00 | -403.00 | SHIPPING |
| 4 /21 | 10/01/20 | 20 | C696 | -01 68218 | 3022 FIRST BANKCARD | | -2,799.00 | 2,495.00 | PRESS FOR FLEET |
| 4 /21 | 10/01/20 | 20 | C696 | -02 68218 | 3022 FIRST BANKCARD | | -202.93 | 210.11 | TAX |
| 4 /21 | 10/01/20 | 21 | C696 | -01 68303 | 3022 FIRST BANKCARD | | 2,799.00 | -2,495.00 | PRESS FOR FLEET |
| 4 /21 | 10/01/20 | 21 | C696 | -02 68303 | 3022 FIRST BANKCARD | | 202.93 | -210.11 | TAX |
| TOTAL | | | MACH/EQUIP ASSET REPLACE | | | .00 | 3,001.93 | -3,108.11 | |
| TOTAL | | | FLEET MAINTENANCE | | | .00 | 16,489.09 | -16,355.20 | |
| TOTAL | | | FLEET MAINTENANCE | | | .00 | 16,489.09 | -16,355.20 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 20
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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 | | | | | | | | |
| 3 | /21 | 10/01/20 | 21 | 68269 | T1885 TOM RINGER | | 848.80 | .00 | DONAGHY SALES |
| 3 | /21 | 10/01/20 | 21 | 10408 -01 68275 | 6440 SYSCO | | 855.22 | -855.22 | FOOD & SUPPLIES FOR KITCH |
| 3 | /21 | 10/01/20 | 21 | 10408 -01 68275 | 6440 SYSCO | | 1,264.49 | -1,264.49 | FOOD & SUPPLIES FOR KITCH |
| 3 | /21 | 10/01/20 | 21 | 68269 | T1885 TOM RINGER | | 1,901.80 | .00 | BUENO BEV |
| 3 | /21 | 10/01/20 | 21 | 68226 | 3022 FIRST BANKCARD | | 109.23 | .00 | FOODSTUFF |
| 3 | /21 | 10/01/20 | 21 | 68267 | 7003 RAVEN BRAND PROD | | 117.00 | .00 | FOOD SUPPLIES |
| 3 | /21 | 10/01/20 | 21 | 68226 | 3022 FIRST BANKCARD | | 3.87 | .00 | FOODSTUFF |
| 3 | /21 | 10/01/20 | 21 | 68226 | 3022 FIRST BANKCARD | | 123.18 | .00 | FOODSTUFF |
| 3 | /21 | 10/01/20 | 21 | 68226 | 3022 FIRST BANKCARD | | 234.77 | .00 | FOODSTUFF |
| 3 | /21 | 10/01/20 | 21 | 68269 | T1885 TOM RINGER | | 266.40 | .00 | VALLEY WIDE BEV |
| 3 | /21 | 10/01/20 | 21 | 68226 | 3022 FIRST BANKCARD | | 461.62 | .00 | FOODSTUFF |
| 3 | /21 | 10/01/20 | 21 | 68253 | 6438 PEPSI BEVERAGES | | 491.45 | .00 | DRINK CASES |
| 3 | /21 | 10/01/20 | 21 | 68226 | 3022 FIRST BANKCARD | | 494.00 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 21 | 68311 | 3022 FIRST BANKCARD | | 461.62 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 21 | 68311 | 3022 FIRST BANKCARD | | 494.00 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 21 | 68311 | 3022 FIRST BANKCARD | | 234.77 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 21 | 68311 | 3022 FIRST BANKCARD | | 109.23 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 21 | 68311 | 3022 FIRST BANKCARD | | 123.18 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 20 | 68226 | 3022 FIRST BANKCARD | | -3.87 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 20 | 68226 | 3022 FIRST BANKCARD | | -109.23 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 20 | 68226 | 3022 FIRST BANKCARD | | -123.18 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 21 | 68311 | 3022 FIRST BANKCARD | | 3.87 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 20 | 68226 | 3022 FIRST BANKCARD | | -234.77 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 20 | 68226 | 3022 FIRST BANKCARD | | -461.62 | .00 | FOODSTUFF |
| 4 | /21 | 10/01/20 | 20 | 68226 | 3022 FIRST BANKCARD | | -494.00 | .00 | FOODSTUFF |
| TOTAL | COST OF REVENUE-KITCHEN | | | | | .00 | 7,171.83 | -2,119.71 | |
| 4000P | COST OF REVENUE-PRO SHOP | | | | | | | | |
| 3 | /21 | 10/01/20 | 21 | 68233 | 6453 GLOBAL TOUR GOLF | | 19.00 | .00 | SUPER STROKE-TRAXION |
| 3 | /21 | 10/01/20 | 21 | 68208 | 6476 CALLAWAY | | 319.50 | .00 | OPTIFIT 2 DR SHAFT DR |
| 3 | /21 | 10/01/20 | 21 | 68233 | 6453 GLOBAL TOUR GOLF | | 205.00 | .00 | TEE-23/4" BAMBOO WHIT |
| 3 | /21 | 10/01/20 | 21 | 68276 | 6443 TAYLORMADE GOLF | | 208.36 | .00 | CUSTOM.SIM MAX |
| 3 | /21 | 10/01/20 | 21 | 68226 | 3022 FIRST BANKCARD | | 50.79 | .00 | GOLF CLUB FOR RESALE |
| 3 | /21 | 10/01/20 | 21 | 68208 | 6476 CALLAWAY | | 108.00 | .00 | BL CG SUPERSOFT ORN |
| 3 | /21 | 10/01/20 | 21 | 10410 -01 68279 | 6450 TITLEIST | | 1,027.76 | -1,027.76 | GOLF BALLS, EQUIPMENT, CA |
| 4 | /21 | 10/01/20 | 20 | 68208 | 6476 CALLAWAY | | -108.00 | .00 | BL CG SUPERSOFT ORN |
| 4 | /21 | 10/01/20 | 20 | 68208 | 6476 CALLAWAY | | -319.50 | .00 | OPTIFIT 2 DR SHAFT DR |
| 4 | /21 | 10/01/20 | 21 | 68293 | 6476 CALLAWAY | | 319.50 | .00 | OPTIFIT 2 DR SHAFT DR |
| 4 | /21 | 10/01/20 | 20 | 68226 | 3022 FIRST BANKCARD | | -50.79 | .00 | GOLF CLUB FOR RESALE |
| 4 | /21 | 10/01/20 | 21 | 68293 | 6476 CALLAWAY | | 108.00 | .00 | BL CG SUPERSOFT ORN |
| 4 | /21 | 10/01/20 | 21 | 68311 | 3022 FIRST BANKCARD | | 50.79 | .00 | GOLF CLUB FOR RESALE |
| TOTAL | COST OF REVENUE-PRO SHOP | | | | | .00 | 1,938.41 | -1,027.76 | |
| 4220K | OPERATING SUPPLIES-KITCH | | | | | | | | |
| 3 | /21 | 10/01/20 | 21 | 68226 | 3022 FIRST BANKCARD | | 85.29 | .00 | WATER FILTER FOR SODA |
| 4 | /21 | 10/01/20 | 21 | 68311 | 3022 FIRST BANKCARD | | 85.29 | .00 | WATER FILTER FOR SODA |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-----------------------------------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4220K | OPERATING SUPPLIES-KITCH (cont'd) | | | | | | | | |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -85.29 | .00 | WATER FILTER FOR SODA |
| TOTAL | | | | | | .00 | 85.29 | .00 | |
| 4220M | OPERATING SUPPLIES MAINT. | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68215 | 5866 FASTENAL COMPANY | | 28.29 | .00 | IC WB CAUTN BLU |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 32.13 | .00 | RUBBER MALLETS FOR MO |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 72.92 | .00 | PAPER TOWEL DISPENSER |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 72.94 | .00 | COURSE MAINT SUPPLIES |
| 3 /21 | 10/01/20 | 21 | | 68231 | 6445 GARY V. BURROWS, | | 43.71 | .00 | PUMP OIL |
| 3 /21 | 10/01/20 | 21 | | 68250 | 0345 MORGAN & SLATES, | | 8.56 | .00 | 21109 CAPSCREW GR5 NC |
| 3 /21 | 10/01/20 | 21 | | 68281 | 5379 TURF STAR | | -144.61 | .00 | FLX34-3134 |
| 3 /21 | 10/01/20 | 21 | | 68281 | 5379 TURF STAR | | 172.26 | .00 | FLX34-3134 |
| 3 /21 | 10/01/20 | 21 | | 68287 | 6206 WILBUR-ELLIS COM | | 225.23 | .00 | LINK CA |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 125.74 | .00 | PAINT SUPPLIES FOR MA |
| 3 /21 | 10/01/20 | 21 | | 68281 | 5379 TURF STAR | | 144.61 | .00 | FLX34-3134 |
| 3 /21 | 10/01/20 | 21 | | 68215 | 5866 FASTENAL COMPANY | | 168.36 | .00 | IC WB SFTY RED 170Z |
| 3 /21 | 10/01/20 | 21 | | 68250 | 0345 MORGAN & SLATES, | | 312.27 | .00 | GOODALL L81*3/4 COMAN |
| 3 /21 | 10/01/20 | 21 | 10501 -01 | 68281 | 5379 TURF STAR | | 578.35 | -578.35 | EQUIPMENT PARTS |
| 4 /21 | 10/01/20 | 20 | | 68215 | 5866 FASTENAL COMPANY | | -28.29 | .00 | IC WB CAUTN BLU |
| 4 /21 | 10/01/20 | 20 | | 68215 | 5866 FASTENAL COMPANY | | -168.36 | .00 | IC WB SFTY RED 170Z |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -72.92 | .00 | PAPER TOWEL DISPENSER |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -72.94 | .00 | COURSE MAINT SUPPLIES |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -125.74 | .00 | PAINT SUPPLIES FOR MA |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -32.13 | .00 | RUBBER MALLETS FOR MO |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 72.92 | .00 | PAPER TOWEL DISPENSER |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 72.94 | .00 | COURSE MAINT SUPPLIES |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 125.74 | .00 | PAINT SUPPLIES FOR MA |
| 4 /21 | 10/01/20 | 21 | | 68300 | 5866 FASTENAL COMPANY | | 28.29 | .00 | IC WB CAUTN BLU |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 32.13 | .00 | RUBBER MALLETS FOR MO |
| 4 /21 | 10/01/20 | 21 | | 68300 | 5866 FASTENAL COMPANY | | 168.36 | .00 | IC WB SFTY RED 170Z |
| TOTAL | | | | | | .00 | 1,840.76 | -578.35 | |
| 4220P | OPERATING SUPPLIES-PRO SH | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 33.18 | .00 | AIR FILTERS |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 128.69 | .00 | OFFICE SUPPLIES |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 63.22 | .00 | DRIVING RANGE CANOPY |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 33.18 | .00 | AIR FILTERS |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 63.22 | .00 | DRIVING RANGE CANOPY |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 128.69 | .00 | OFFICE SUPPLIES |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -33.18 | .00 | AIR FILTERS |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -128.69 | .00 | OFFICE SUPPLIES |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -63.22 | .00 | DRIVING RANGE CANOPY |
| TOTAL | | | | | | .00 | 225.09 | .00 | |
| 4309 | STAFFING/TOM RINGER | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68269 | T1885 TOM RINGER | | 16,409.07 | .00 | PAYROLL |

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|-----------------------|
| 4309 | | | | | (cont'd) | | | | |
| TOTAL | | | | | STAFFING/TOM RINGER | .00 | 16,409.07 | .00 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 3 /21 | 10/01/20 | 21 | 10421 -01 | 68268 | 6548 TOM RINGER | | 6,500.00 | -6,500.00 | SEPT-YEARLY GOLF COU |
| 3 /21 | 10/01/20 | 21 | | 68241 | 6844 KNIGHT GUARD SEC | | 55.00 | .00 | ALARM MONITORING |
| 3 /21 | 10/01/20 | 21 | | 68241 | 6844 KNIGHT GUARD SEC | | 55.00 | .00 | ALARM MONITORING |
| 3 /21 | 10/01/20 | 21 | | 68241 | 6844 KNIGHT GUARD SEC | | 55.00 | .00 | ALARM MONITORING |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 6,665.00 | -6,500.00 | |
| 4320 | | | | | MEETINGS & DUES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 150.00 | .00 | SEMINAR/CERTIFICATION |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -150.00 | .00 | SEMINAR/CERTIFICATION |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 150.00 | .00 | SEMINAR/CERTIFICATION |
| TOTAL | | | | | MEETINGS & DUES | .00 | 150.00 | .00 | |
| 4340 | | | | | UTILITIES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 181.34 | .00 | PHONE SERVICE |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 139.22 | .00 | CLUBHOUSE CABLE |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 53.50 | .00 | PHONE SERVICE |
| 3 /21 | 10/01/20 | 21 | | 68274 | 0423 SOCALGAS | | 79.92 | .00 | 08/11/2020-09102020 |
| 3 /21 | 10/01/20 | 21 | | 68226 | 3022 FIRST BANKCARD | | 82.05 | .00 | TOM'S PHONE |
| 3 /21 | 10/01/20 | 21 | | 68274 | 0423 SOCALGAS | | 14.79 | .00 | 08/11/2020-09/10/2020 |
| 3 /21 | 10/01/20 | 21 | | 68269 | T1885 TOM RINGER | | 1,000.00 | .00 | CANAL WATER-JAY SIMAS |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 181.34 | .00 | PHONE SERVICE |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -181.34 | .00 | PHONE SERVICE |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -82.05 | .00 | TOM'S PHONE |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -139.22 | .00 | CLUBHOUSE CABLE |
| 4 /21 | 10/01/20 | 20 | | 68226 | 3022 FIRST BANKCARD | | -53.50 | .00 | PHONE SERVICE |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 139.22 | .00 | CLUBHOUSE CABLE |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 82.05 | .00 | TOM'S PHONE |
| 4 /21 | 10/01/20 | 21 | | 68311 | 3022 FIRST BANKCARD | | 53.50 | .00 | PHONE SERVICE |
| TOTAL | | | | | UTILITIES | .00 | 1,550.82 | .00 | |
| 4350 | | | | | REPAIR/MAINT SERVICES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68213 | 6516 DAN'S AIR CONDIT | | 114.00 | .00 | LABOR AND TRAVEL |
| 3 /21 | 10/01/20 | 21 | | 68213 | 6516 DAN'S AIR CONDIT | | 227.50 | .00 | LABOR DIAGNOSIS |
| 3 /21 | 10/01/20 | 21 | | 68240 | 0234 KINGS WASTE AND | | 255.60 | .00 | 651936 |
| 4 /21 | 10/01/20 | 20 | | 68213 | 6516 DAN'S AIR CONDIT | | -114.00 | .00 | LABOR AND TRAVEL |
| 4 /21 | 10/01/20 | 20 | | 68213 | 6516 DAN'S AIR CONDIT | | -227.50 | .00 | LABOR DIAGNOSIS |
| 4 /21 | 10/01/20 | 21 | | 68298 | 6516 DAN'S AIR CONDIT | | 114.00 | .00 | LABOR AND TRAVEL |
| 4 /21 | 10/01/20 | 21 | | 68298 | 6516 DAN'S AIR CONDIT | | 227.50 | .00 | LABOR DIAGNOSIS |
| TOTAL | | | | | REPAIR/MAINT SERVICES | .00 | 597.10 | .00 | |
| TOTAL | | | | | GOLF COURSE-CITY | .00 | 36,633.37 | -10,225.82 | |
| TOTAL | | | | | GOLF COURSE - CITY | .00 | 36,633.37 | -10,225.82 | |

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|------|-----|------------|-----------|--------|--------|--------------|--------------|-----------------------|
| 4350 | | | | | | | | | REPAIR/MAINT SERVICES |

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------|----------|------------|-----------------|-----------------------|--------|--------------|--------------|------------------------|
| 4220 | | | | | | | | | |
| | 3 /21 | 10/01/20 | 21 | | | | | | |
| | 3 /21 | 10/01/20 | 21 | 68244 | 0304 LEMOORE HARDWARE | | 32.16 | .00 | PROFILE 16QT RED COOL |
| | 3 /21 | 10/01/20 | 21 | 68282 | 6049 UNISAFE, INC. | | 428.78 | .00 | GLOVES |
| | 3 /21 | 10/01/20 | 21 | 68243 | 0286 LAWRENCE TRACTOR | | 214.39 | .00 | PPE KIT |
| | 3 /21 | 10/01/20 | 21 | 68230 | 0068 GARY V. BURROWS, | | 57.92 | .00 | BOL#211872 |
| TOTAL | | | | | | .00 | 733.25 | .00 | |
| 4230 | | | | | | | | | |
| | 3 /21 | 10/01/20 | 21 | | | | | | |
| | 3 /21 | 10/01/20 | 21 | 68244 | 0304 LEMOORE HARDWARE | | 11.30 | .00 | 1" WHT PLUG SIGOT |
| | 4 /21 | 10/01/20 | 20 | 68215 | 5866 FASTENAL COMPANY | | 13.84 | .00 | 3/4 USS F/W Z |
| | 4 /21 | 10/01/20 | 20 | 68215 | 5866 FASTENAL COMPANY | | -13.84 | .00 | 3/4 USS F/W Z |
| | 4 /21 | 10/01/20 | 21 | 68300 | 5866 FASTENAL COMPANY | | 13.84 | .00 | 3/4 USS F/W Z |
| TOTAL | | | | | | .00 | 25.14 | .00 | |
| 4310 | | | | | | | | | |
| | 3 /21 | 10/01/20 | 21 | 10414 -01 68235 | 5814 CITY OF HANFORD | | 4,025.60 | -4,025.60 | OCT-WATER PORTION |
| | 3 /21 | 10/01/20 | 21 | 68225 | 3022 FIRST BANKCARD | | 6.00 | .00 | 40 G ST |
| | 3 /21 | 10/01/20 | 21 | 68225 | 3022 FIRST BANKCARD | | 215.00 | .00 | REMOTE COMPUTER ACCES |
| | 4 /21 | 10/01/20 | 20 | 68225 | 3022 FIRST BANKCARD | | -6.00 | .00 | 40 G ST |
| | 4 /21 | 10/01/20 | 20 | 68225 | 3022 FIRST BANKCARD | | -215.00 | .00 | REMOTE COMPUTER ACCES |
| | 4 /21 | 10/01/20 | 21 | 68310 | 3022 FIRST BANKCARD | | 6.00 | .00 | 40 G ST |
| | 4 /21 | 10/01/20 | 21 | 68310 | 3022 FIRST BANKCARD | | 215.00 | .00 | REMOTE COMPUTER ACCESS |
| TOTAL | | | | | | .00 | 4,246.60 | -4,025.60 | |
| 4340 | | | | | | | | | |
| | 3 /21 | 10/01/20 | 21 | | | | | | |
| | 3 /21 | 10/01/20 | 21 | 68214 | 6685 DIRECTTV | | 22.73 | .00 | 09/05/2020-10/04/2020 |
| | 3 /21 | 10/01/20 | 21 | 68262 | 0363 PG&E | | 41,104.77 | .00 | 08/12/2020-09/10/2020 |
| | 3 /21 | 10/01/20 | 21 | 68210 | 7058 COMCAST | | 169.69 | .00 | 09/25/2020-10/24/2020 |
| | 3 /21 | 10/01/20 | 21 | 68274 | 0423 SOCALGAS | | 496.07 | .00 | 08/18/2020-09/17/2020 |
| | 3 /21 | 10/01/20 | 21 | 68265 | 6627 PG&E NON ENERGY | | 488.02 | .00 | NUCLEAR DECOMISSION |
| | 4 /21 | 10/01/20 | 20 | 68214 | 6685 DIRECTTV | | -22.73 | .00 | 09/05/2020-10/04/2020 |
| | 4 /21 | 10/01/20 | 20 | 68210 | 7058 COMCAST | | -169.69 | .00 | 09/25/2020-10/24/2020 |
| | 4 /21 | 10/01/20 | 21 | 68295 | 7058 COMCAST | | 169.69 | .00 | 09/25/2020-10/24/2020 |
| | 4 /21 | 10/01/20 | 21 | 68299 | 6685 DIRECTTV | | 22.73 | .00 | 09/05/2020-10/04/2020 |
| TOTAL | | | | | | .00 | 42,281.28 | .00 | |
| 4380 | | | | | | | | | |
| | 3 /21 | 10/01/20 | 21 | | | | | | |
| | 3 /21 | 10/01/20 | 21 | 68232 | 5977 GREATAMERICA FIN | | 143.54 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 143.54 | .00 | |
| TOTAL | | | | | | .00 | 47,429.81 | -4,025.60 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|----------------------|
| 4220 | | | | | | | | | |
| 3 /21 | 10/01/20 | | | 68251 | 5396 OFFICE DEPOT | | 23.60 | .00 | TAPE/STAPLES/POST-IT |
| TOTAL | | | | | | .00 | 23.60 | .00 | |
| 4380 | | | | | | | | | |
| 3 /21 | 10/01/20 | | | 68232 | 5977 GREATAMERICA FIN | | 184.04 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 184.04 | .00 | |
| TOTAL | | | | | | .00 | 207.64 | .00 | |
| TOTAL | | | | | | .00 | 47,637.45 | -4,025.60 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | | | | | | | |
| | | | | | OPERATING SUPPLIES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68225 | 3022 FIRST BANKCARD | | 234.85 | .00 | 6' FG SETP LADDER |
| 4 /21 | 10/01/20 | 20 | | 68225 | 3022 FIRST BANKCARD | | -234.85 | .00 | 6' FG SETP LADDER |
| 4 /21 | 10/01/20 | 21 | | 68310 | 3022 FIRST BANKCARD | | 234.85 | .00 | 6' FG STEP LADDER |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 234.85 | .00 | |
| 4230 | | | | | | | | | |
| | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 3 /21 | 10/01/20 | 21 | C699 -01 | 68218 | 3022 FIRST BANKCARD | | 659.00 | -659.00 | TM06201-08 |
| 3 /21 | 10/01/20 | 21 | C699 -02 | 68218 | 3022 FIRST BANKCARD | | 52.56 | -52.56 | TAX |
| 3 /21 | 10/01/20 | 21 | | 68218 | 3022 FIRST BANKCARD | | 441.29 | .00 | SIGNS CAUTION, WARNIN |
| 4 /21 | 10/01/20 | 20 | C699 -01 | 68218 | 3022 FIRST BANKCARD | | -659.00 | 659.00 | TM06201-08 |
| 4 /21 | 10/01/20 | 20 | C699 -02 | 68218 | 3022 FIRST BANKCARD | | -52.56 | 52.56 | TAX |
| 4 /21 | 10/01/20 | 20 | | 68218 | 3022 FIRST BANKCARD | | -441.29 | .00 | SIGNS CAUTION, WARNIN |
| 4 /21 | 10/01/20 | 21 | C699 -01 | 68303 | 3022 FIRST BANKCARD | | 659.00 | -659.00 | TM06201-08 |
| 4 /21 | 10/01/20 | 21 | C699 -02 | 68303 | 3022 FIRST BANKCARD | | 52.56 | -52.56 | TAX |
| 4 /21 | 10/01/20 | 21 | | 68303 | 3022 FIRST BANKCARD | | 441.29 | .00 | SIGNS CAUTION, WARNIN |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 1,152.85 | -711.56 | |
| 4310 | | | | | | | | | |
| | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 3 /21 | 10/01/20 | 21 | 10414 -02 | 68235 | 5814 CITY OF HANFORD | | 4,025.60 | -4,025.60 | OCT-REFUSE PORTION |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 4,025.60 | -4,025.60 | |
| 4340 | | | | | | | | | |
| | | | | | UTILITIES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68214 | 6685 DIRECTTV | | 22.73 | .00 | 09/05/2020-10/04/2020 |
| 4 /21 | 10/01/20 | 21 | | 68299 | 6685 DIRECTTV | | 22.73 | .00 | 09/05/2020-10/04/2020 |
| 4 /21 | 10/01/20 | 20 | | 68214 | 6685 DIRECTTV | | -22.73 | .00 | 09/05/2020-10/04/2020 |
| TOTAL | | | | | UTILITIES | .00 | 22.73 | .00 | |
| 4380 | | | | | | | | | |
| | | | | | RENTALS & LEASES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68232 | 5977 GREATAMERICA FIN | | 4.77 | .00 | PRINTER/COPIER |
| TOTAL | | | | | RENTALS & LEASES | .00 | 4.77 | .00 | |
| TOTAL | | | | | REFUSE | .00 | 5,440.80 | -4,737.16 | |
| TOTAL | | | | | REFUSE | .00 | 5,440.80 | -4,737.16 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68244 | 0304 LEMOORE HARDWARE | | 8.53 | .00 | MISC. MDSE |
| 3 /21 | 10/01/20 | 21 | | 68244 | 0304 LEMOORE HARDWARE | | 3.74 | .00 | TV KWIKSET LOCK |
| 3 /21 | 10/01/20 | 21 | | 68244 | 0304 LEMOORE HARDWARE | | 17.12 | .00 | TV 5GAL WHT PLAS PAIL |
| 3 /21 | 10/01/20 | 21 | | 68243 | 0286 LAWRENCE TRACTOR | | 107.20 | .00 | PPE KIT |
| 3 /21 | 10/01/20 | 21 | | 68282 | 6049 UNISAFE, INC. | | 479.67 | .00 | GLOVES |
| 3 /21 | 10/01/20 | 21 | | 68244 | 0304 LEMOORE HARDWARE | | 24.11 | .00 | 17" WHT GRIP ORGANIZE |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 640.37 | .00 | |
| 4220CH | | | | | CHLORINE OPERATING SUPPLY | | | | |
| 3 /21 | 10/01/20 | 21 | 10371 -01 | 68277 | 2072 THATCHER COMPANY | | -2,000.00 | 2,000.00 | WASTEWATER - CHLORINE |
| 3 /21 | 10/01/20 | 21 | 10371 -01 | 68277 | 2072 THATCHER COMPANY | | -2,000.00 | 2,000.00 | WASTEWATER - CHLORINE |
| 3 /21 | 10/01/20 | 21 | 10371 -01 | 68277 | 2072 THATCHER COMPANY | | -1,000.00 | 1,000.00 | WASTEWATER - CHLORINE |
| 3 /21 | 10/01/20 | 21 | 10371 -01 | 68277 | 2072 THATCHER COMPANY | | -1,000.00 | 1,000.00 | WASTEWATER - CHLORINE |
| 3 /21 | 10/01/20 | 21 | 10371 -01 | 68277 | 2072 THATCHER COMPANY | | -1,000.00 | 1,000.00 | WASTEWATER - CHLORINE |
| 3 /21 | 10/01/20 | 21 | 10371 -01 | 68277 | 2072 THATCHER COMPANY | | 2,127.83 | -2,127.83 | WASTEWATER - CHLORINE |
| 3 /21 | 10/01/20 | 21 | 10371 -01 | 68277 | 2072 THATCHER COMPANY | | 2,127.83 | -2,127.83 | WASTEWATER - CHLORINE |
| 3 /21 | 10/01/20 | 21 | 10371 -01 | 68277 | 2072 THATCHER COMPANY | | 2,127.83 | -2,127.83 | WASTEWATER - CHLORINE |
| 3 /21 | 10/01/20 | 21 | 10371 -01 | 68277 | 2072 THATCHER COMPANY | | 4,175.67 | -4,175.67 | WASTEWATER - CHLORINE |
| 3 /21 | 10/01/20 | 21 | 10371 -01 | 68277 | 2072 THATCHER COMPANY | | 4,175.67 | -4,175.67 | WASTEWATER - CHLORINE |
| TOTAL | | | | | CHLORINE OPERATING SUPPLY | .00 | 7,734.83 | -7,734.83 | |
| 4230 | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 3 /21 | 10/01/20 | 21 | | 68216 | 0188 FERGUSON ENTERPR | | 402.03 | .00 | 4 PVC SWR GXG 45 BEND |
| 3 /21 | 10/01/20 | 21 | | 68248 | 5333 MEDALLION SUPPLY | | 170.61 | .00 | PLUG/ CONNECTOR |
| 3 /21 | 10/01/20 | 21 | | 68229 | 6751 FURTADO WELDING | | 146.40 | .00 | CUT OFF WHEEL |
| 3 /21 | 10/01/20 | 21 | | 68218 | 3022 FIRST BANKCARD | | 117.71 | .00 | WHEEL ACID/METAL POLI |
| 3 /21 | 10/01/20 | 21 | | 68250 | 0345 MORGAN & SLATES, | | -20.57 | .00 | PARKER BST-4 COUPLER |
| 3 /21 | 10/01/20 | 21 | | 68250 | 0345 MORGAN & SLATES, | | 25.76 | .00 | 50567 DIXON DC10 COUP |
| 3 /21 | 10/01/20 | 21 | | 68250 | 0345 MORGAN & SLATES, | | 26.56 | .00 | 35962 BLK SCH40 3/4*C |
| 3 /21 | 10/01/20 | 21 | | 68266 | 3033 PREMIER TRUCK PA | | 32.12 | .00 | WHEEL ACID |
| 4 /21 | 10/01/20 | 21 | | 68301 | 0188 FERGUSON ENTERPR | | 402.03 | .00 | 4 PVC SWR GXG 45 BEND |
| 4 /21 | 10/01/20 | 21 | | 68303 | 3022 FIRST BANKCARD | | 117.71 | .00 | WHEEL ACID/ METAL POL |
| 4 /21 | 10/01/20 | 20 | | 68216 | 0188 FERGUSON ENTERPR | | -402.03 | .00 | 4 PVC SWR GXG 45 BEND |
| 4 /21 | 10/01/20 | 20 | | 68218 | 3022 FIRST BANKCARD | | -117.71 | .00 | WHEEL ACID/METAL POLI |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 900.62 | .00 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 3 /21 | 10/01/20 | 21 | 10414 -03 | 68235 | 5814 CITY OF HANFORD | | 4,025.60 | -4,025.60 | OCT-WASTEWATER PORTIO |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 4,025.60 | -4,025.60 | |
| 4310LAB | | | | | LABS FOR TESTING - PROF | | | | |
| 3 /21 | 10/01/20 | 21 | 10372 -01 | 68249 | 6245 MOORE TWINING AS | | 45.00 | -45.00 | ANALYTICAL TESTING OF WWT |
| 3 /21 | 10/01/20 | 21 | 10372 -01 | 68249 | 6245 MOORE TWINING AS | | 45.00 | -45.00 | ANALYTICAL TESTING OF WWT |
| TOTAL | | | | | LABS FOR TESTING - PROF | .00 | 90.00 | -90.00 | |
| 4340 | | | | | UTILITIES | | | | |

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|------|----------|------------|-----------|---------------------------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | UTILITIES | | | | |
| 3 | /21 | 10/01/20 | 21 | 68264 | 0363 PG&E | | 24.64 | .00 | 08/18/2020-09/16/2020 |
| 3 | /21 | 10/01/20 | 21 | 68214 | 6685 DIRECTTV | | 22.74 | .00 | 09/05/2020-10/04/2020 |
| 4 | /21 | 10/01/20 | 21 | 68299 | 6685 DIRECTTV | | 22.74 | .00 | 09/05/2020-10/04/2020 |
| 4 | /21 | 10/01/20 | 20 | 68214 | 6685 DIRECTTV | | -22.74 | .00 | 09/05/2020-10/04/2020 |
| TOTAL | | | | | UTILITIES | .00 | 47.38 | .00 | |
| 4380 | | | | | RENTALS & LEASES | | | | |
| 3 | /21 | 10/01/20 | 21 | 68232 | 5977 GREATAMERICA FIN | | 37.07 | .00 | PRINTER/COPIER |
| TOTAL | | | | | RENTALS & LEASES | .00 | 37.07 | .00 | |
| TOTAL | | | | | SEWER | .00 | 13,475.87 | -11,850.43 | |
| TOTAL | | | | | SEWER& STORM WTR DRAINAGE | .00 | 13,475.87 | -11,850.43 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

FUND - 090 - TRUST & AGENCY
BUDGET UNIT - 4295 - TRUST & AGENCY

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4430 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68245 | 0306 LEMOORE HIGH SCH | | 2,231.11 | .00 | IMPACT FEE 8/1-8/31 |
| 3 /21 | 10/01/20 | 21 | | 68246 | 0301 LEMOORE UNION SC | | 3,346.66 | .00 | IMPACT FEE 8/1-8/31 |
| TOTAL | | | | | SCHOOL IMPACT FEES | .00 | 5,577.77 | .00 | |
| 4432 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68238 | 5561 KINGS COUNTY TRE | | 779.76 | .00 | IMPACT FEES FORJULY20 |
| TOTAL | | | | | COUNTY IMPACT FEES | .00 | 779.76 | .00 | |
| TOTAL | | | | | TRUST & AGENCY | .00 | 6,357.53 | .00 | |
| TOTAL | | | | | TRUST & AGENCY | .00 | 6,357.53 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

FUND - 160 - 2016 BOND FUND
BUDGET UNIT - 5202 - TTHM PROJECT

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | 10423 | -01 68285 | 7071 VANIR CONSTRUCTI | | 2,310.00 | -2,310.00 | PROJECT MANAGEMENT TTHM- |
| TOTAL | | | | | | .00 | 2,310.00 | -2,310.00 | |
| TOTAL | | | | | | .00 | 2,310.00 | -2,310.00 | |
| TOTAL | | | | | | .00 | 2,310.00 | -2,310.00 | |

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68260 | 0363 PG&E | | 84.59 | .00 | 08/21/2020-09/21/2020 |
| TOTAL | | | | | | .00 | 84.59 | .00 | |
| TOTAL | | | | | LLMD ZONE 1 WESTFIELD | .00 | 84.59 | .00 | |
| TOTAL | | | | | LLMD ZONE 1 | .00 | 84.59 | .00 | |

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68260 | 0363 PG&E | | 52.56 | .00 | 08/21/2020-09/21/2020 |
| TOTAL | | | | | | .00 | 52.56 | .00 | |
| TOTAL | | | | | | .00 | 52.56 | .00 | |
| TOTAL | | | | | | .00 | 52.56 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|------------------------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68260 | 0363 PG&E | | 10.51 | .00 | 08/21/2020-09/21/2020 |
| TOTAL | | | | | | .00 | 10.51 | .00 | |
| TOTAL | | | | | LLMD ZONE 6 CAPISTRANO | .00 | 10.51 | .00 | |
| TOTAL | | | | | LLMD ZONE 6 CAPISTRANO | .00 | 10.51 | .00 | |

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68260 | 0363 PG&E | | 10.51 | .00 | 08/21/2020-09/21/2020 |
| 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

PAGE NUMBER: 35
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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 | | | | | | | | | |
| | 3 /21 | 10/01/20 21 | | 68260 | 0363 PG&E | | 21.02 | .00 | 08/21/2020-09/21/2020 |
| TOTAL | | UTILITIES | | | | .00 | 21.02 | .00 | |
| 4350 | | | | | | | | | |
| | 3 /21 | 10/01/20 21 | | 68227 | 7176 FLOW TECH | | 323.06 | .00 | FEBCO 825Y 2" RUBBER |
| | 4 /21 | 10/01/20 21 | | 68312 | 7176 FLOW TECH | | 323.06 | .00 | FEBCO 825Y 2" RUBBER |
| | 4 /21 | 10/01/20 20 | | 68227 | 7176 FLOW TECH | | -323.06 | .00 | FEBCO 825Y 2" RUBBER |
| TOTAL | | REPAIR/MAINT SERVICES | | | | .00 | 323.06 | .00 | |
| TOTAL | | LLMD ZONE 10 AVALON | | | | .00 | 344.08 | .00 | |
| TOTAL | | LLMD ZONE 10 AVALON | | | | .00 | 344.08 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68260 | 0363 PG&E | | 21.27 | .00 | 08/21/2020-09/21/2020 |
| TOTAL | | | | | | .00 | 21.27 | .00 | |
| TOTAL | | | | | | .00 | 21.27 | .00 | |
| TOTAL | | | | | | .00 | 21.27 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68260 | 0363 PG&E | | 36.19 | .00 | 08/21/2020-09/21/2020 |
| TOTAL | | | | | | .00 | 36.19 | .00 | |
| TOTAL | | | | | | .00 | 36.19 | .00 | |
| TOTAL | | | | | | .00 | 36.19 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 38
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68260 | 0363 PG&E | | 153.84 | .00 | 08/21/2020-09/21/2020 |
| TOTAL | | | | | | .00 | 153.84 | .00 | |
| TOTAL | | | | | | .00 | 153.84 | .00 | |
| TOTAL | | | | | | .00 | 153.84 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|-------------|-----------|-----------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68260 | 0363 PG&E | | 10.68 | .00 | 08/21/2020-09/21/2020 |
| TOTAL | | | | | | .00 | 10.68 | .00 | |
| TOTAL | | | PFMD ZONE 3 | | | .00 | 10.68 | .00 | |
| TOTAL | | | PFMD ZONE 3 | | | .00 | 10.68 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68260 | 0363 PG&E | | 35.48 | .00 | 08/21/2020-09/21/2020 |
| TOTAL | | | | | | .00 | 35.48 | .00 | |
| TOTAL | | | | | | .00 | 35.48 | .00 | |
| TOTAL | | | | | | .00 | 35.48 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-----------------------|
| 4340 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | | 68260 | 0363 PG&E | | 123.23 | .00 | 08/21/2020-09/21/2020 |
| TOTAL | | | | | | .00 | 123.23 | .00 | |
| TOTAL | | | | | | .00 | 123.23 | .00 | |
| TOTAL | | | | | | .00 | 123.23 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 42
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

FUND - 401 - PUBLIC SAFETY DISPATCH
BUDGET UNIT - 5712A - REGIONAL DISPATCH CENTER

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|--------------------------|--------|--------------|--------------|---------------------------|
| 4317 | | | | | | | | | |
| 3 /21 | 10/01/20 | 21 | 10450 | -01 68270 | 7153 ROMANAZZI GENERA | | 159,862.21 | -159,862.21 | POLICE DISPATCH ON SITE I |
| 3 /21 | 10/01/20 | 21 | 10519 | -01 68257 | 0363 PG&E | | 25,243.78 | -25,243.78 | PGE POLICE DISPATCH CONTR |
| TOTAL | | | | | | .00 | 185,105.99 | -185,105.99 | |
| TOTAL | | | | | REGIONAL DISPATCH CENTER | .00 | 185,105.99 | -185,105.99 | |
| TOTAL | | | | | PUBLIC SAFETY DISPATCH | .00 | 185,105.99 | -185,105.99 | |
| TOTAL | | | | | REPORT | .00 | 378,611.97 | -279,145.90 | |

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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='21' and transact.batch='VM100220'
ACCOUNTING PERIOD: 4/21

FUND - 090 - TRUST & AGENCY

| ACCOUNT | DATE | T/C | REFERENCE | VENDOR/PAYER | DEBIT | CREDIT | DESCRIPTION |
|--------------|----------|-----|-------------------|-----------------------------|--------|--------|-----------------------|
| 2020 | | | ACCOUNTS PAYABLE | | | | |
| 3 /21 | 10/01/20 | 21 | 68242 | T2670 LA AU O LEOLA CONGREG | | 250.00 | REFUND FOR CIVIC AUDI |
| TOTAL | | | ACCOUNTS PAYABLE | | .00 | 250.00 | |
| 2300 | | | CUSTOMER DEPOSITS | | | | |
| 3 /21 | 10/01/20 | 21 | 68242 | T2670 LA AU O LEOLA CONGREG | 250.00 | | REFUND FOR CIVIC AUDI |
| TOTAL | | | CUSTOMER DEPOSITS | | 250.00 | .00 | |
| TOTAL | | | TRUST & AGENCY | | 250.00 | 250.00 | |
| TOTAL REPORT | | | | | 250.00 | 250.00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|----------------------|
| 4980 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 960.40 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | | | | .00 | 960.40 | .00 | |
| TOTAL | | | | | | .00 | 960.40 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------|-------------|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | 4 /21 | 10/08/20 21 | | 68345 | 5396 OFFICE DEPOT | | 32.17 | .00 | PAPER |
| TOTAL | | | | | | .00 | 32.17 | .00 | |
| 4310 | | | | | | | | | |
| | 4 /21 | 10/08/20 21 | 10436 | -02 68336 | 2849 KINGS COUNTY ECO | | 1,666.67 | -1,666.67 | CURRENT YEAR JURISDICTION |
| | 4 /21 | 10/08/20 21 | | 68355 | 5352 SHRED-IT USA, IN | | 9.00 | .00 | SHRED-PUBLIC WORKS |
| TOTAL | | | | | | .00 | 1,675.67 | -1,666.67 | |
| 4980 | | | | | | | | | |
| | 4 /21 | 10/08/20 21 | | 68341 | 5609 LOZANO SMITH, LL | | 9,826.95 | .00 | PROFESSIONAL SERVICE |
| | 4 /21 | 10/08/20 21 | | 68341 | 5609 LOZANO SMITH, LL | | 1,697.85 | .00 | PROFESSIONAL SERVICE |
| | 4 /21 | 10/08/20 21 | | 68341 | 5609 LOZANO SMITH, LL | | 1,955.90 | .00 | PROFESSIONAL SERVICE |
| | 4 /21 | 10/08/20 21 | | 68341 | 5609 LOZANO SMITH, LL | | 3,145.95 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | | | | .00 | 16,626.65 | .00 | |
| TOTAL | | | | | CITY MANAGER | .00 | 18,334.49 | -1,666.67 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|----------------------|
| 4980 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 188.65 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | | | | .00 | 188.65 | .00 | |
| TOTAL | | | | | | .00 | 188.65 | .00 | |

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DATE: 10/08/2020
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|----------------------|
| 4980 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 2,846.90 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | | | | .00 | 2,846.90 | .00 | |
| TOTAL | | | | | | .00 | 2,846.90 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|---------------------------|-----------|-----------------------|--------|--------------|--------------|----------------------|
| 4220 | | | OPERATING SUPPLIES | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68345 | 5396 OFFICE DEPOT | | 32.17 | .00 | PAPER |
| TOTAL | | | OPERATING SUPPLIES | | | .00 | 32.17 | .00 | |
| 4310 | | | PROFESSIONAL CONTRACT SVC | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68355 | 5352 SHRED-IT USA, IN | | 9.00 | .00 | SHRED-PUBLIC WORKS |
| TOTAL | | | PROFESSIONAL CONTRACT SVC | | | .00 | 9.00 | .00 | |
| 4980 | | | LEGAL EXPENSE | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 2,429.45 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | LEGAL EXPENSE | | | .00 | 2,429.45 | .00 | |
| TOTAL | | | PLANNING | | | .00 | 2,470.62 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|------|----------|------------|-----------|---------------------------|-----------------------|--------------|--------------|------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 4 | /21 | 10/08/20 | 21 | 10358 | -01 68326 | 5866 FASTENAL COMPANY | 134.10 | -134.10 | MISC SUPPLIES |
| 4 | /21 | 10/08/20 | 21 | 10358 | -01 68326 | 5866 FASTENAL COMPANY | 1,065.90 | -1,065.90 | MISC SUPPLIES |
| 4 | /21 | 10/08/20 | 21 | 10360 | -01 68360 | 1547 VERITIV OPERATIN | 345.90 | -345.90 | MISC BATHROOM SUPPLIES |
| 4 | /21 | 10/08/20 | 21 | | 68326 | 5866 FASTENAL COMPANY | 326.70 | .00 | MISC. SUPPLIES |
| 4 | /21 | 10/08/20 | 21 | | 68326 | 5866 FASTENAL COMPANY | -34.72 | .00 | 25-PRSN A+REFILL |
| 4 | /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | 42.89 | .00 | CMC STORAGE SPACE |
| 4 | /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | 15.30 | .00 | MM 10PK SERR UTIL BLA |
| 4 | /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | 16.25 | .00 | 3/8" HOSE BARB COUPLI |
| 4 | /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | 21.40 | .00 | TV SCHLAG LOCK KEYBLA |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 1,933.72 | -1,545.90 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 4 | /21 | 10/08/20 | 21 | | 68355 | 5352 SHRED-IT USA, IN | 3.00 | .00 | SHRED-PUBLIC WORKS |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 3.00 | .00 | |
| TOTAL | | | | | MAINTENANCE DIVISION | .00 | 1,936.72 | -1,545.90 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68329 | 2960 GALLS | | 209.22 | .00 | FIRST AID |
| TOTAL | | | | | | .00 | 209.22 | .00 | |
| 4310 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | 10522 -01 | 68337 | 0772 COUNTY OF KINGS | | 3,559.26 | -3,559.26 | AUGUST 2020-JUNE2021 IT B |
| TOTAL | | | | | | .00 | 3,559.26 | -3,559.26 | |
| 4360 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68351 | T786 KYLE REYNOLDS | | 14.00 | .00 | REIMBURSEMENT |
| 4 /21 | 10/08/20 | 21 | | 68348 | T385 MARK PESCATORE | | 112.00 | .00 | PER DIEM |
| 4 /21 | 10/08/20 | 21 | | 68328 | 0719 FRESNO CITY COLL | | 61.00 | .00 | REGISTRATION |
| 4 /21 | 10/08/20 | 21 | | 68353 | 5122 ALVARO SANTOS | | 247.00 | .00 | PER DIEM |
| TOTAL | | | | | | .00 | 434.00 | .00 | |
| 4980 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 1,354.85 | .00 | PROFESSIONAL SERVICE |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 2,263.80 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | | | | .00 | 3,618.65 | .00 | |
| TOTAL | | | | | | .00 | 7,821.13 | -3,559.26 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|---------------------------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | OPERATING SUPPLIES | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | 10527 | -01 68321 | 2161 CASCADE FIRE | | 750.00 | -750.00 | PHOS-CHECK 5 GALLON FOAM |
| 4 /21 | 10/08/20 | 21 | 10527 | -02 68321 | 2161 CASCADE FIRE | | 54.38 | -54.38 | TAX |
| 4 /21 | 10/08/20 | 21 | 10527 | -03 68321 | 2161 CASCADE FIRE | | 211.12 | -211.12 | FREIGHT |
| 4 /21 | 10/08/20 | 21 | 10528 | -01 68321 | 2161 CASCADE FIRE | | 660.00 | -660.00 | RESCUE GLOVES ITEM 24430L |
| 4 /21 | 10/08/20 | 21 | 10528 | -02 68321 | 2161 CASCADE FIRE | | 47.85 | -47.85 | TAX |
| 4 /21 | 10/08/20 | 21 | 10528 | -03 68321 | 2161 CASCADE FIRE | | 17.10 | -17.10 | FREIGHT |
| 4 /21 | 10/08/20 | 21 | 10529 | -01 68321 | 2161 CASCADE FIRE | | 2,620.00 | -2,620.00 | LIGHT, TACTICAL HELMET @1 |
| 4 /21 | 10/08/20 | 21 | 10529 | -02 68321 | 2161 CASCADE FIRE | | 189.95 | -189.95 | TAX |
| 4 /21 | 10/08/20 | 21 | 10529 | -03 68321 | 2161 CASCADE FIRE | | 23.65 | -23.65 | FREIGHT |
| 4 /21 | 10/08/20 | 21 | | 68362 | 7163 WITMER PUBLIC SA | | 239.00 | .00 | BOSTON LEATHER RADIO |
| TOTAL | OPERATING SUPPLIES | | | | | | .00 | 4,813.05 | -4,574.05 |
| 4230 | REPAIR/MAINT SUPPLIES | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 2.99 | .00 | 147' 4PLY JUTE TWINE |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 2.99 | .00 | 147' 4PLY JUTE TWINE |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 37.48 | .00 | MM 9" 14T BEMO BLADE |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 13.00 | .00 | NUTS & BOLTS |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 12.19 | .00 | TV YALE LOCK KEY BLAN |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 12.42 | .00 | DURA 2PK 3V 2032 BATT |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 18.22 | .00 | 1/2" BRS FPT BALL VAL |
| TOTAL | REPAIR/MAINT SUPPLIES | | | | | | .00 | 99.29 | .00 |
| 4310 | PROFESSIONAL CONTRACT SVC | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | 10380 | -01 68340 | 0313 LEMOORE VOLUNTEE | | 18,750.00 | -18,750.00 | 1ST LVFDA QTLY PAYME |
| TOTAL | PROFESSIONAL CONTRACT SVC | | | | | | .00 | 18,750.00 | -18,750.00 |
| TOTAL | FIRE | | | | | | .00 | 23,662.34 | -23,324.05 |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68345 | 5396 OFFICE DEPOT | | 32.16 | .00 | PAPER |
| TOTAL | | | | | | .00 | 32.16 | .00 | |
| 4310 | | | | | | | | | |
| | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68355 | 5352 SHRED-IT USA, IN | | 6.00 | .00 | SHRED-PUBLIC WORKS |
| 4 /21 | 10/08/20 | 21 | 10518 | -01 68333 | 6691 INTERSTATE GAS S | | 8,872.50 | -8,872.50 | BUILDING AND PLANNING FEE |
| TOTAL | | | | | | .00 | 8,878.50 | -8,872.50 | |
| TOTAL | | | | | | .00 | 8,910.66 | -8,872.50 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------|----------|------------|-----------------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | 4 /21 | 10/08/20 | 21 | 68345 | 5396 OFFICE DEPOT | | 32.17 | .00 | PAPER |
| TOTAL | | | | | | .00 | 32.17 | .00 | |
| 4310 | | | | | | | | | |
| | 4 /21 | 10/08/20 | 21 | 10512 -01 68361 | 6930 VIDEO INSPECTION | | 1,065.00 | -1,065.00 | VENTURE PLACE SPECIALISTS |
| | 4 /21 | 10/08/20 | 21 | 10514 -01 68317 | 6733 BLACKBURN CONSUL | | 2,039.00 | -2,039.00 | MATERIALS TESTING VENTURE |
| | 4 /21 | 10/08/20 | 21 | 10515 -01 68317 | 6733 BLACKBURN CONSUL | | 730.00 | -730.00 | AUGUST TESTING LEMOORE EL |
| | 4 /21 | 10/08/20 | 21 | 68355 | 5352 SHRED-IT USA, IN | | 9.00 | .00 | SHRED-PUBLIC WORKS |
| TOTAL | | | | | | .00 | 3,843.00 | -3,834.00 | |
| 4980 | | | | | | | | | |
| | 4 /21 | 10/08/20 | 21 | 68341 | 5609 LOZANO SMITH, LL | | 1,011.85 | .00 | PROFESSIONAL SERVICE |
| | 4 /21 | 10/08/20 | 21 | 68341 | 5609 LOZANO SMITH, LL | | 85.75 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | | | | .00 | 1,097.60 | .00 | |
| TOTAL | | | | | | .00 | 4,972.77 | -3,834.00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|------|----------|------------|-----------|---------------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | | | | | | | |
| | | | | | OPERATING SUPPLIES | | | | |
| 4 | /21 | 10/08/20 | 21 | 68339 | 0304 LEMOORE HARDWARE | | 73.97 | .00 | 20A WHT HD SELF GFCE |
| 4 | /21 | 10/08/20 | 21 | 68339 | 0304 LEMOORE HARDWARE | | 44.98 | .00 | 130Z WHT PRIMER SPRAY |
| 4 | /21 | 10/08/20 | 21 | 68339 | 0304 LEMOORE HARDWARE | | 54.11 | .00 | TV KWIKSETLOCK KEY BL |
| 4 | /21 | 10/08/20 | 21 | 68339 | 0304 LEMOORE HARDWARE | | 38.57 | .00 | PD 120Z BLK HEAT FINI |
| 4 | /21 | 10/08/20 | 21 | 68339 | 0304 LEMOORE HARDWARE | | 25.73 | .00 | PIKSTIK36"INDUS REACH |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 237.36 | .00 | |
| 4310 | | | | | | | | | |
| | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 4 | /21 | 10/08/20 | 21 | 68342 | 7109 MAURICE A. HOUST | | 50.00 | .00 | LEMOORE VETERANS PARK |
| 4 | /21 | 10/08/20 | 21 | 68357 | 5235 STATE DISBURSEME | | 75.00 | .00 | MAURICE HOUSTON |
| 4 | /21 | 10/08/20 | 21 | 68342 | 7109 MAURICE A. HOUST | | 175.00 | .00 | SOCCER COMPLEX |
| 4 | /21 | 10/08/20 | 21 | 68342 | 7109 MAURICE A. HOUST | | 250.00 | .00 | KINGS LION COMPLEX |
| 4 | /21 | 10/08/20 | 21 | 68342 | 7109 MAURICE A. HOUST | | 250.00 | .00 | KINGS COMPLEX |
| 4 | /21 | 10/08/20 | 21 | 68342 | 7109 MAURICE A. HOUST | | 400.00 | .00 | HERITAGE PARK |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 1,200.00 | .00 | |
| TOTAL | | | | | PARKS | .00 | 1,437.36 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 12
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|--------------------|
| 4310 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68355 | 5352 SHRED-IT USA, IN | | 3.00 | .00 | SHRED-PUBLIC WORKS |
| TOTAL | | | | | | .00 | 3.00 | .00 | |
| TOTAL | | | | | | .00 | 3.00 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-------------------|
| 4310 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68346 | 7070 PANTERRA NETWORK | | 4,699.70 | .00 | AUG & SEPT 2020 |
| TOTAL | | | | | | .00 | 4,699.70 | .00 | |
| 4340 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68346 | 7070 PANTERRA NETWORK | | 1,561.63 | .00 | SEPT AND OCT 2020 |
| 4 /21 | 10/08/20 | 21 | | 68315 | 5516 AT&T | | 98.08 | .00 | 939-103-4007 |
| TOTAL | | | | | | .00 | 1,659.71 | .00 | |
| TOTAL | | | | | | .00 | 6,359.41 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4320 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | 10346 | -01 68318 | 2836 THE BODY SHOP HE | | 200.00 | -200.00 | MONTHLY CHARGE FOR CITY E |
| TOTAL | | | | | | .00 | 200.00 | -200.00 | |
| 4980 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 154.35 | .00 | PROFESSIONAL SERVICE |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 1,011.85 | .00 | PROFESSIONAL SERVICE |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 377.30 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | | | | .00 | 1,543.50 | .00 | |
| TOTAL | | | | | | .00 | 1,743.50 | -200.00 | |
| TOTAL | | | | | | .00 | 81,647.95 | -43,002.38 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 15
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 153.11 | .00 | FUEL/AIR/OIL FILTERS |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 71.81 | .00 | NEW2199REPLCDBLFLARI |
| 4 /21 | 10/08/20 | 21 | | 68332 | 7202 HANFORD HOSES & | | 30.57 | .00 | ADAPTER |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 40.48 | .00 | 2CYCLEOIL |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 295.97 | .00 | |
| 4230 | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 28.10 | .00 | AIR/OIL FILTER |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 3.71 | .00 | LAMP |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 24.65 | .00 | 22 IN EXACTFITBLADE |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 182.30 | .00 | BRAKE DRUM |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 193.74 | .00 | OIL FILTER |
| 4 /21 | 10/08/20 | 21 | | 68359 | 0458 KELLER FORD LINC | | 110.57 | .00 | INSULATOR ASY |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 145.25 | .00 | BRK SHOE/CORE DEPOSIT |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 132.11 | .00 | AIR FILTER |
| 4 /21 | 10/08/20 | 21 | | 68316 | 1908 BATTERY SYSTEMS, | | 477.11 | .00 | BATTERY |
| 4 /21 | 10/08/20 | 21 | 10335 | -01 68339 | 0304 LEMOORE HARDWARE | | 37.69 | -37.69 | SUPPLIES |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 7.50 | .00 | FUSE |
| 4 /21 | 10/08/20 | 21 | 10524 | -01 68331 | 5181 HAAKER EQUIPMENT | | 2,157.63 | -2,157.63 | REPAIRS ON UNIT #11 |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 9.64 | .00 | OIL CAP |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 9.80 | .00 | CP SCREW/ LOCKNUT |
| 4 /21 | 10/08/20 | 21 | | 68335 | 0252 KINGS AUTO SUPPL | | 20.22 | .00 | LAMP |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 3,540.02 | -2,195.32 | |
| 4350 | | | | | REPAIR/MAINT SERVICES | | | | |
| 4 /21 | 10/08/20 | 21 | 10525 | -01 68331 | 5181 HAAKER EQUIPMENT | | 924.33 | -924.33 | REPAIRS ON UNIT #11 |
| TOTAL | | | | | REPAIR/MAINT SERVICES | .00 | 924.33 | -924.33 | |
| TOTAL | | | | | FLEET MAINTENANCE | .00 | 4,760.32 | -3,119.65 | |
| TOTAL | | | | | FLEET MAINTENANCE | .00 | 4,760.32 | -3,119.65 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 16
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|----------------------------|
| 4000K | | | | | | | | | |
| | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | 10405 | -01 68347 | 6438 PEPSI BEVERAGES | | 804.77 | -804.77 | PEPSI PRODUCTS FOR KITCHEN |
| 4 /21 | 10/08/20 | 21 | | 68352 | T1885 TOM RINGER | | 1,195.40 | .00 | VALLEY WIDE BEV |
| 4 /21 | 10/08/20 | 21 | | 68352 | T1885 TOM RINGER | | 2,360.60 | .00 | BUENO BEV |
| 4 /21 | 10/08/20 | 21 | | 68356 | 6442 SLUSH PUPPIE PRO | | 162.85 | .00 | H/B SUPREME FRENCH |
| TOTAL | | | | | | .00 | 4,523.62 | -804.77 | |
| 4000P | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68344 | 6452 NIKE USA, INC. | | 103.65 | .00 | W NK FLX UV 10 IN SHO |
| TOTAL | | | | | | .00 | 103.65 | .00 | |
| 4220M | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68334 | 6475 KERN TURF SUPPLY | | 83.92 | .00 | ACME ADAPTER |
| 4 /21 | 10/08/20 | 21 | | 68358 | 5379 TURF STAR | | 382.56 | .00 | TIN-HOLLOW, CARBIDE |
| TOTAL | | | | | | .00 | 466.48 | .00 | |
| 4309 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68352 | T1885 TOM RINGER | | 490.00 | .00 | MARK FRANTZ CPA |
| 4 /21 | 10/08/20 | 21 | | 68352 | T1885 TOM RINGER | | 1,074.60 | .00 | WORKMANS COMP |
| 4 /21 | 10/08/20 | 21 | | 68352 | T1885 TOM RINGER | | 16,663.55 | .00 | PAYROLL |
| 4 /21 | 10/08/20 | 21 | | 68352 | T1885 TOM RINGER | | 57.96 | .00 | AFLAC |
| TOTAL | | | | | | .00 | 18,286.11 | .00 | |
| 4310 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68323 | 6624 CINTAS | | 57.63 | .00 | KITCHEN SUPPLIES |
| TOTAL | | | | | | .00 | 57.63 | .00 | |
| 4340 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68350 | 0363 PG&E | | 911.69 | .00 | 08/27/220-09/27/2020 |
| 4 /21 | 10/08/20 | 21 | | 68349 | 0363 PG&E | | 10.51 | .00 | 08/27/2020-09/27/2020 |
| TOTAL | | | | | | .00 | 922.20 | .00 | |
| 4380 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | 10521 | -01 68325 | 6499 E-Z-GO TEXTRON | | 8,422.05 | -8,422.05 | PURCHASE OF THREE EZ GO G |
| TOTAL | | | | | | .00 | 8,422.05 | -8,422.05 | |
| 4980 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 120.05 | .00 | PROFESSIONAL SERVICE |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 188.65 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | | | | .00 | 308.70 | .00 | |
| TOTAL | | | | | | .00 | 33,090.44 | -9,226.82 | |
| TOTAL | | | | | | .00 | 33,090.44 | -9,226.82 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 17
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 56.13 | .00 | #5 SPR SCR EXTRACTOR |
| 4 /21 | 10/08/20 | 21 | | 68345 | 5396 OFFICE DEPOT | | 32.16 | .00 | PAPER |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 18.22 | .00 | QT POLY STL LWN RAKE |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 16.08 | .00 | ENER 2PK 9V ALK BATTE |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 16.08 | .00 | MLP 8OZ TFE PASTE/TEF |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 14.98 | .00 | 26OZ KITCH/BATH CLEAN |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 153.65 | .00 | |
| 4230 | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 15.00 | .00 | 1.88X35YD BLK GORI TA |
| 4 /21 | 10/08/20 | 21 | | 68330 | 2410 GAR BENNETT, LLC | | 15.36 | .00 | FF GASKET FIBER FILLE |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 14.56 | .00 | 17OZ WHT MARKING PAIN |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 10.27 | .00 | 32OZ PRO SPRAYER BOTT |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 24.20 | .00 | 1" GALV 90DEGSTREET |
| 4 /21 | 10/08/20 | 21 | | 68330 | 2410 GAR BENNETT, LLC | | -5.65 | .00 | CHECK #65707 |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 73.74 | .00 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 4 /21 | 10/08/20 | 21 | | 68314 | 2914 AAA QUALITY SERV | | 100.46 | .00 | POTTY RENTAL |
| 4 /21 | 10/08/20 | 21 | | 68314 | 2914 AAA QUALITY SERV | | 134.11 | .00 | POTTY RENTAL |
| 4 /21 | 10/08/20 | 21 | | 68355 | 5352 SHRED-IT USA, IN | | 9.00 | .00 | SHRED-PUBLIC WORKS |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 243.57 | .00 | |
| 4310LAB | | | | | LABS FOR TESTING - PROF | | | | |
| 4 /21 | 10/08/20 | 21 | 10373 | -01 68320 | 1397 BSK ANALYTICAL L | | 28.00 | -28.00 | BLANKET PO ANALYTICAL TES |
| 4 /21 | 10/08/20 | 21 | 10373 | -01 68320 | 1397 BSK ANALYTICAL L | | 112.00 | -112.00 | BLANKET PO ANALYTICAL TES |
| 4 /21 | 10/08/20 | 21 | 10373 | -01 68320 | 1397 BSK ANALYTICAL L | | 112.00 | -112.00 | BLANKET PO ANALYTICAL TES |
| 4 /21 | 10/08/20 | 21 | 10373 | -01 68320 | 1397 BSK ANALYTICAL L | | 120.00 | -120.00 | BLANKET PO ANALYTICAL TES |
| 4 /21 | 10/08/20 | 21 | 10373 | -01 68320 | 1397 BSK ANALYTICAL L | | 120.00 | -120.00 | BLANKET PO ANALYTICAL TES |
| 4 /21 | 10/08/20 | 21 | 10373 | -01 68320 | 1397 BSK ANALYTICAL L | | 120.00 | -120.00 | BLANKET PO ANALYTICAL TES |
| 4 /21 | 10/08/20 | 21 | 10373 | -01 68320 | 1397 BSK ANALYTICAL L | | 136.00 | -136.00 | BLANKET PO ANALYTICAL TES |
| TOTAL | | | | | LABS FOR TESTING - PROF | .00 | 748.00 | -748.00 | |
| 4980 | | | | | LEGAL EXPENSE | | | | |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 1,011.85 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | | | LEGAL EXPENSE | .00 | 1,011.85 | .00 | |
| TOTAL | | | | | WATER | .00 | 2,230.81 | -748.00 | |
| TOTAL | | | | | WATER | .00 | 2,230.81 | -748.00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 18
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | OPERATING SUPPLIES |
| 4 /21 | 10/08/20 | 21 | 10434 | -01 68354 | 6518 SCHAEFER SYSTEMS | | 14,256.00 | -14,256.00 | BLUE CANS |
| 4 /21 | 10/08/20 | 21 | 10434 | -02 68354 | 6518 SCHAEFER SYSTEMS | | 9,504.00 | -9,504.00 | BLACK CANS |
| 4 /21 | 10/08/20 | 21 | 10434 | -03 68354 | 6518 SCHAEFER SYSTEMS | | 2,592.00 | -2,592.00 | GREEN CANS |
| 4 /21 | 10/08/20 | 21 | 10434 | -04 68354 | 6518 SCHAEFER SYSTEMS | | 805.00 | -805.00 | FREIGHT |
| 4 /21 | 10/08/20 | 21 | 10434 | -05 68354 | 6518 SCHAEFER SYSTEMS | | 1,910.52 | -1,910.52 | TAXES |
| TOTAL | | | | | | .00 | 29,067.52 | -29,067.52 | |
| | | | | | | | | | OPERATING SUPPLIES |
| 4310 | | | | | | | | | |
| | | | | | | | | | PROFESSIONAL CONTRACT SVC |
| 4 /21 | 10/08/20 | 21 | 10411 | -01 68324 | 6869 WELLS FARGO BANK | | 607.36 | -607.36 | TEMP AGENCY (PART TIME HE |
| 4 /21 | 10/08/20 | 21 | 10411 | -01 68324 | 6869 WELLS FARGO BANK | | 759.20 | -759.20 | TEMP AGENCY (PART TIME HE |
| 4 /21 | 10/08/20 | 21 | 10411 | -01 68324 | 6869 WELLS FARGO BANK | | 759.20 | -759.20 | TEMP AGENCY (PART TIME HE |
| 4 /21 | 10/08/20 | 21 | | 68355 | 5352 SHRED-IT USA, IN | | 6.00 | .00 | SHRED-PUBLIC WORKS |
| TOTAL | | | | | | .00 | 2,131.76 | -2,125.76 | |
| | | | | | | | | | PROFESSIONAL CONTRACT SVC |
| 4980 | | | | | | | | | |
| | | | | | | | | | LEGAL EXPENSE |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 137.20 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | | | | .00 | 137.20 | .00 | |
| | | | | | | | | | LEGAL EXPENSE |
| TOTAL | | | | | | .00 | 31,336.48 | -31,193.28 | |
| | | | | | | | | | REFUSE |
| TOTAL | | | | | | .00 | 31,336.48 | -31,193.28 | |
| | | | | | | | | | REFUSE |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 90.08 | .00 | 3' MEAS TELE WHEEL |
| 4 /21 | 10/08/20 | 21 | | 68345 | 5396 OFFICE DEPOT | | 32.16 | .00 | PAPER |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 12.86 | .00 | DURA 16PK AA BATTERY |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 135.10 | .00 | |
| 4230 | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 22.59 | .00 | MICROFIBER DUSTER |
| 4 /21 | 10/08/20 | 21 | | 68331 | 5181 HAAKER EQUIPMENT | | -111.54 | .00 | 1"X12" FINNED EXT. |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 3.75 | .00 | MISC. MDSE |
| 4 /21 | 10/08/20 | 21 | | 68331 | 5181 HAAKER EQUIPMENT | | 184.08 | .00 | POT HOLING TOOL |
| 4 /21 | 10/08/20 | 21 | | 68319 | 5140 BOGIE'S PUMP SYS | | 499.82 | .00 | PUMP DUTY AVOCADO FLO |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 598.70 | .00 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 4 /21 | 10/08/20 | 21 | 10364 | -02 68322 | 1599 CHEMSEARCH | | 1,053.20 | -1,053.20 | WASTEWATER ECOFLOW BIO-AM |
| 4 /21 | 10/08/20 | 21 | | 68355 | 5352 SHRED-IT USA, IN | | 6.00 | .00 | SHRED-PUBLIC WORKS |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 1,059.20 | -1,053.20 | |
| 4310LAB | | | | | LABS FOR TESTING - PROF | | | | |
| 4 /21 | 10/08/20 | 21 | 10372 | -01 68343 | 6245 MOORE TWINING AS | | 45.00 | -45.00 | ANALYTICAL TESTING OF WWT |
| 4 /21 | 10/08/20 | 21 | 10372 | -01 68343 | 6245 MOORE TWINING AS | | 45.00 | -45.00 | ANALYTICAL TESTING OF WWT |
| 4 /21 | 10/08/20 | 21 | 10372 | -01 68343 | 6245 MOORE TWINING AS | | 45.00 | -45.00 | ANALYTICAL TESTING OF WWT |
| 4 /21 | 10/08/20 | 21 | 10372 | -01 68343 | 6245 MOORE TWINING AS | | 90.00 | -90.00 | ANALYTICAL TESTING OF WWT |
| TOTAL | | | | | LABS FOR TESTING - PROF | .00 | 225.00 | -225.00 | |
| 4980 | | | | | LEGAL EXPENSE | | | | |
| 4 /21 | 10/08/20 | 21 | | 68341 | 5609 LOZANO SMITH, LL | | 2,211.85 | .00 | PROFESSIONAL SERVICE |
| TOTAL | | | | | LEGAL EXPENSE | .00 | 2,211.85 | .00 | |
| TOTAL | | | | | SEWER | .00 | 4,229.85 | -1,278.20 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 5308 - CEDAR LIFT STATION

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|--------------------|
| 4317 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | 10513 | -01 68361 | 6930 VIDEO INSPECTION | | 985.00 | -985.00 | CEDAR LANE PROJECT |
| TOTAL | | | | | | .00 | 985.00 | -985.00 | |
| TOTAL | | | | | | .00 | 985.00 | -985.00 | |
| TOTAL | | | | | | .00 | 5,214.85 | -2,263.20 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

FUND - 160 - 2016 BOND FUND
BUDGET UNIT - 5202 - TTHM PROJECT

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | 10516 | -01 68317 | 6733 BLACKBURN CONSUL | | 1,191.00 | -1,191.00 | GEOTECHNICAL SERVICES FOR |
| 4 /21 | 10/08/20 | 21 | 10516 | -02 68317 | 6733 BLACKBURN CONSUL | | 800.00 | -800.00 | TO CORRECT THE PO NEED TO |
| 4 /21 | 10/08/20 | 21 | 10517 | -01 68317 | 6733 BLACKBURN CONSUL | | 1,176.50 | -1,176.50 | GEOTECHNICAL SERVICES FOR |
| TOTAL | | | | | | .00 | 3,167.50 | -3,167.50 | |
| TOTAL | | | | | | .00 | 3,167.50 | -3,167.50 | |
| TOTAL | | | | | | .00 | 3,167.50 | -3,167.50 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 4.14 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | | | | .00 | 4.14 | .00 | |
| TOTAL | | | | | LLMD ZONE 1 WESTFIELD | .00 | 4.14 | .00 | |
| TOTAL | | | | | LLMD ZONE 1 | .00 | 4.14 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | .58 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | | | | .00 | .58 | .00 | |
| TOTAL | | | | | LLMD ZONE 3 SILVA ESTATES | .00 | .58 | .00 | |
| TOTAL | | | | | LLMD ZONE 3 SILVA ESTATES | .00 | .58 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | .09 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | | | | .00 | .09 | .00 | |
| TOTAL | | | | | | .00 | .09 | .00 | |
| TOTAL | | | | | | .00 | .09 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | .06 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | OPERATING SUPPLIES | | | .00 | .06 | .00 | |
| TOTAL | | | LLMD ZONE 6 CAPISTRANO | | | .00 | .06 | .00 | |
| TOTAL | | | LLMD ZONE 6 CAPISTRANO | | | .00 | .06 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | .24 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | | | | .00 | .24 | .00 | |
| TOTAL | | | | | | .00 | .24 | .00 | |
| TOTAL | | | | | | .00 | .24 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | .16 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | | | | .00 | .16 | .00 | |
| TOTAL | | | | | | .00 | .16 | .00 | |
| TOTAL | | | | | | .00 | .16 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | .26 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | | | | .00 | .26 | .00 | |
| TOTAL | | | | | | .00 | .26 | .00 | |
| TOTAL | | | | | | .00 | .26 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | .23 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | | | | .00 | .23 | .00 | |
| TOTAL | | | | | LLMD ZONE 9 LA DANTE ROSE | .00 | .23 | .00 | |
| TOTAL | | | | | LLMD ZONE 9 LA DANTE ROSE | .00 | .23 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | .80 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | | | | .00 | .80 | .00 | |
| TOTAL | | | | | | .00 | .80 | .00 | |
| TOTAL | | | | | | .00 | .80 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | .12 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | | | | .00 | .12 | .00 | |
| TOTAL | | | | | LLMD ZONE 11 SELF HELP EN | .00 | .12 | .00 | |
| TOTAL | | | | | LLMD ZONE 11 SELF HELP EN | .00 | .12 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | 1.09 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | | | | .00 | 1.09 | .00 | |
| TOTAL | | | | | | .00 | 1.09 | .00 | |
| TOTAL | | | | | | .00 | 1.09 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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 | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | | 68339 | 0304 LEMOORE HARDWARE | | .13 | .00 | 1X520 PTFE SEAL TAPE |
| TOTAL | | | | | | .00 | .13 | .00 | |
| TOTAL | | | | | | .00 | .13 | .00 | |
| TOTAL | | | | | | .00 | .13 | .00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM100920'
ACCOUNTING PERIOD: 4/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|----------------|--------|--------------|--------------|------------------|
| 4350 | | | | | | | | | |
| | | | | | | | | | |
| 4 /21 | 10/08/20 | 21 | 10530 | -01 68327 | 7176 FLOW TECH | | 869.20 | -869.20 | BACK FLOW REPAIR |
| TOTAL | | | | | | .00 | 869.20 | -869.20 | |
| | | | | | | | | | |
| TOTAL | | | | | | .00 | 869.20 | -869.20 | |
| | | | | | | | | | |
| TOTAL | | | | | | .00 | 869.20 | -869.20 | |
| | | | | | | | | | |
| TOTAL | | | | | | .00 | 162,325.45 | -93,590.03 | |