

**5/02/17**

**City Council Meeting**

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Title

# Presentation to City of Lemooore

Dr. Frank Gornick  
Chancellor



**WEST HILLS**  
COMMUNITY COLLEGE DISTRICT

Once you **go here,**  
you can **go anywhere**™

## 1960s – 1970s

- **1962** – Lemoore, Riverdale, and Tranquillity High School Districts join Coalinga College District
- **1964** – First classes are offered in Lemoore in rented facilities
- **1970** – Pre-release program developed, serving sailors at Naval Air Station Lemoore
- **1979** – West Hills Community College District purchases 15 acres at Cinnamon and 19<sup>th</sup> in northwest Lemoore for Kings County Center



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The relentless pursuit of student success.

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## 1980s

- **1981** – Construction begins on Cinnamon Avenue property in Lemoore
- **1984** – Portable classrooms erected for Lemoore Center
- **1989** – Library added at Lemoore Center



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# 1990s

- **1992** – California Postsecondary Education Commission (CPEC) officially designates West Hills College as community college provider to Hanford and Armona areas, allowing application for state funds for construction of a new center
- **1996** – Memorandum of Understanding signed between Fresno State and West Hills College to provide educational services in Kings County at planned WHC campus
- **1997** – Lemoore City Council acts to annex land to city to accommodate college expansion
- **1998** – Pedersen and Semas families offer donation of 107 acres of land for campus of West Hills College Lemoore. District voters pass \$19.5 million bond (Measure G)



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## 2001 – Present Day

- **2001** – Construction begins at College Avenue and Bush Street west of Lemoore for new campus
- **2002** – Students attend classes for the first time at West Hills College Lemoore
- **2008** – Voters within School Facilities Improvement District No. 3 (Lemoore Area) voted to pass \$31 million bond (Measure E).



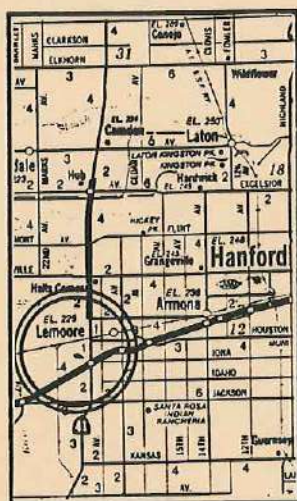
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APPROVAL OF THE  
LEMOORE CENTER  
OF THE WEST  
HILLS COMMUNITY  
COLLEGE DISTRICT



CALIFORNIA  
POSTSECONDARY  
EDUCATION  
COMMISSION



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## Summary

Among the statutory responsibilities of the California Postsecondary Education Commission is to advise the Governor and Legislature about the need for and location of new institutions and campuses of public higher education. In this regard, the Legislature has agreed that it will not appropriate funds for new institutions, branches, or off-campus centers without the Commission's recommendation.

As a result, the Board of Governors of the California Community Colleges asked the Commission in 1991 to approve the Lemoore Center of the West Hills Community College District so that it will be eligible for State capital funds.

The Lemoore Center is an existing facility that the district constructed with local funds in 1982. It serves the Lemoore/Hanford area of Kings and Fresno Counties -- an area that lies within both the West Hills and College of the Sequoias Community College Districts. This fact created a jurisdictional problem between the districts, and the Board of Governors has determined that the problem should be resolved by granting permanent educational center status to the Lemoore operation.

For numerous reasons discussed in this report, including service to students, the substantial presence of the existing center, and the fiscal health of the West Hills District, the Commission agrees with the Board of Governors' decision. It thus recommends that the center "be approved as an officially recognized educational center of the California Community College system and that it become eligible for State capital outlay funding as of the 1993-94 fiscal year" (p. 2).

The Commission adopted this report at its meeting of August 24, 1992, on recommendation of its Fiscal Policy and Analysis Committee. Additional copies of the report may be obtained by writing the Commission at 1303 J Street, Fifth Floor, Sacramento, CA 95814-2938.

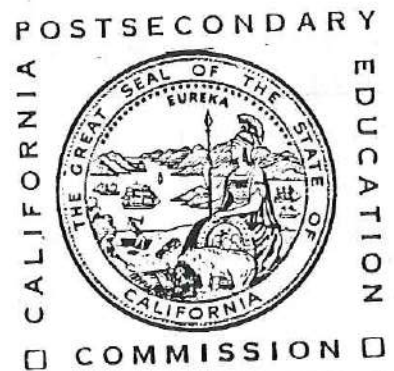
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APPROVAL  
OF THE LEMOORE CENTER  
OF THE WEST HILLS  
COMMUNITY COLLEGE DISTRICT

*A Report to the Governor and Legislature  
in Response to a Request from the Board  
of Governors to Recognize the Center  
as the Official Community College Center  
for the Lemoore/Hanford Area of Kings County*

CALIFORNIA POSTSECONDARY EDUCATION COMMISSION  
1303 J Street • Fifth Floor • Sacramento, California 95814-2938





**COMMISSION REPORT 92-19**  
**PUBLISHED AUGUST 1992**

Contributing Staff: William L. Storey.

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THE LEMOORE CENTER of the West Hills Community College District -- often called that district's "Kings County Campus" -- is an existing facility that the district constructed with local funds in 1982. It serves the Lemoore/Hanford area of Kings and Fresno Counties -- an area that lies within both the West Hills and College of the Sequoias Community College Districts. This fact has created a jurisdictional problem between the districts, and the Board of Governors of the California Community Colleges has determined that the problem should be resolved by granting permanent educational center status to the Lemoore operation.

Given the interests of the two competing community college districts, in recent years the Chancellor's Office and other groups offered several alternative suggestions for serving the Lemoore/Hanford area, and for many months, the Board of Governors hoped that the two districts would be able to reach an agreement on a cooperative service strategy. In its *Long-Range Capital Outlay Growth Plan* (1991a), the Board asked the districts to "plan cooperatively to serve the citizens of southern Fresno and northern Kings and Tulare Counties in the most cost effective way possible." Unfortunately, and in spite of many good faith efforts by all concerned, the two districts were unable to agree on a joint venture, a circumstance that brought the issue before the Board for resolution. Following two lengthy discussions, in May 1991, the Board agreed that the best solution was to recognize the Lemoore Center officially, for three reasons:

- The center is already built and offers a wide range of programs;
- The center qualifies for educational center status, given its enrollment is in excess of 700 average daily attendance (ADA); and
- A decision to locate a permanent center in Hanford would have an extremely deleterious effect on the financial viability of the West Hills District.

As a result, the Board recognized the Lemoore Center as the official educational center for the Lemoore/Hanford area, and it has asked the Post-secondary Education Commission to concur in its decision in order to permit the West Hills Community College District to compete for capital outlay funds for the center.

The Commission offers to the Governor and the Legislature the following conclusions that follow the eight criteria it uses to evaluate all center proposals.

## Conclusions

1. *Enrollment projections:* The West Hills District has provided adequate information on its enrollment history, plus an officially approved projection by the Demographic Research Unit of the Department of Finance. It is of a sufficient size (about 700 ADA) to be educationally viable, and meets the size criteria established by the Board of Governors.
2. *Alternatives to new campuses or off-campus centers:* The resolution of the issue of alternatives is central to the Commission's consideration of this proposal, and while a number of seemingly viable options were considered, the best of those is to recognize the Lemoore facility as an official center. All other options involve unacceptable costs, insurmountable legal difficulties, a reduction in service, or a serious threat to the financial viability of the West Hills District. The Commission therefore must conclude that all reasonable alternatives have been considered.
3. *Serving the disadvantaged:* The service area of the center is about 1.2 percent American Indian, 2.7 percent Asian, 6.7 percent Black, 49.7 percent White, and between 40 and 50 percent Hispanic, depending on the definition of that term. To serve disadvantaged students, the center



offers a variety of counseling, tutoring, and special program services. In addition, its first capital outlay project request is designed to remove the remaining architectural barriers to physically handicapped students.

4. *Geographic and physical accessibility:* The physical, social, and demographic characteristics of the service area have been described adequately, and transportation systems are adequate. Commuting time is minimal given the level terrain and the location of the center near several main arterial streets and highways.
5. *Environmental and social impact:* There is no requirement to submit an Environmental Impact Report in this case, since the center is already built.
6. *Effects on other institutions:* The Commission concludes that recognition of the Lemoore Center will not adversely affect the College of the Sequoias, which is located nearly 30 miles to the east, because the college is already at capacity. Official center status probably will have an adverse effect on the potential growth of the College of the Sequoias "storefront" operation in Hanford. Nevertheless, the Commission believes that granting official status to the Lemoore Center is the best course of action.

7. *Academic planning and program justification:* The West Hills Community College District has provided a comprehensive academic program and course listing to the Commission, and discussed its future academic plans for expansion, particularly in the vocational area. The Commission believes the academic plan is reasonable and relatively typical for a community college operation of this size.

8. *Consideration of needed funding:* The West Hills district provided both capital outlay and support budget information to the Commission, which anticipates that growth at the Lemoore Center will be gradual.

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### Recommendation

Based on these conclusions, the Commission recommends that the Lemoore Center of the West Hills Community College District be approved as an officially recognized educational center of the California Community College system, and that it become eligible for state capital outlay funding as of the 1993-94 fiscal year.

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# 2

## Background to the Proposal

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### Introduction

Sections 66903(2a) and 66903(5) of the California Education Code provide that the California Postsecondary Education Commission "shall advise the Legislature and the Governor regarding the need for and location of new institutions and campuses of public higher education." Section 66904 provides further that:

It is further the intent of the Legislature that California Community Colleges shall not receive state funds for acquisition of sites or construction of new institutions, branches, or off-campus centers unless recommended by the commission. Acquisition or construction of nonstate-funded community college institutions, branches, and off-campus centers, and proposals for acquisition or construction shall be reported to and may be reviewed and commented upon by the commission.

Pursuant to this legislation, in 1975 the Commission developed a series of guidelines and procedures for the review of new campus and center proposals, then revised them in 1978, 1982, and most recently in 1990 under the title of *Guidelines for Review of Proposed Campuses and Off-Campus Centers* (reproduced in the appendix to this report on pp. 21-26). As presently constituted, they require each of the public higher education systems to develop a statewide plan that identifies the need for new institutions over a 10- to 15-year period. Once that statewide plan is submitted to the Commission, the systems are requested to submit more detailed short-term plans for campuses or centers through a "letter of intent to expand." If Commission staff reviews that letter favorably, the system is then invited to submit a comprehensive proposal -- generally referred to as a "needs study" -- that is judged according to eight criteria to determine its relative merits, after which the Commission recommends to the Governor and the Legislature that the new campus or center be approved or disapproved.

In the present case, the Commission has reviewed the needs study submitted by the Board of Gover-

nors of the California Community Colleges and the West Hills Community College District for approval of the Lemoore Center, an existing operation not currently eligible for State capital outlay funding. Displays 1 through 4 on pages 4 through 7 show the general and specific location of the center, with Display 4 showing the current building configuration.

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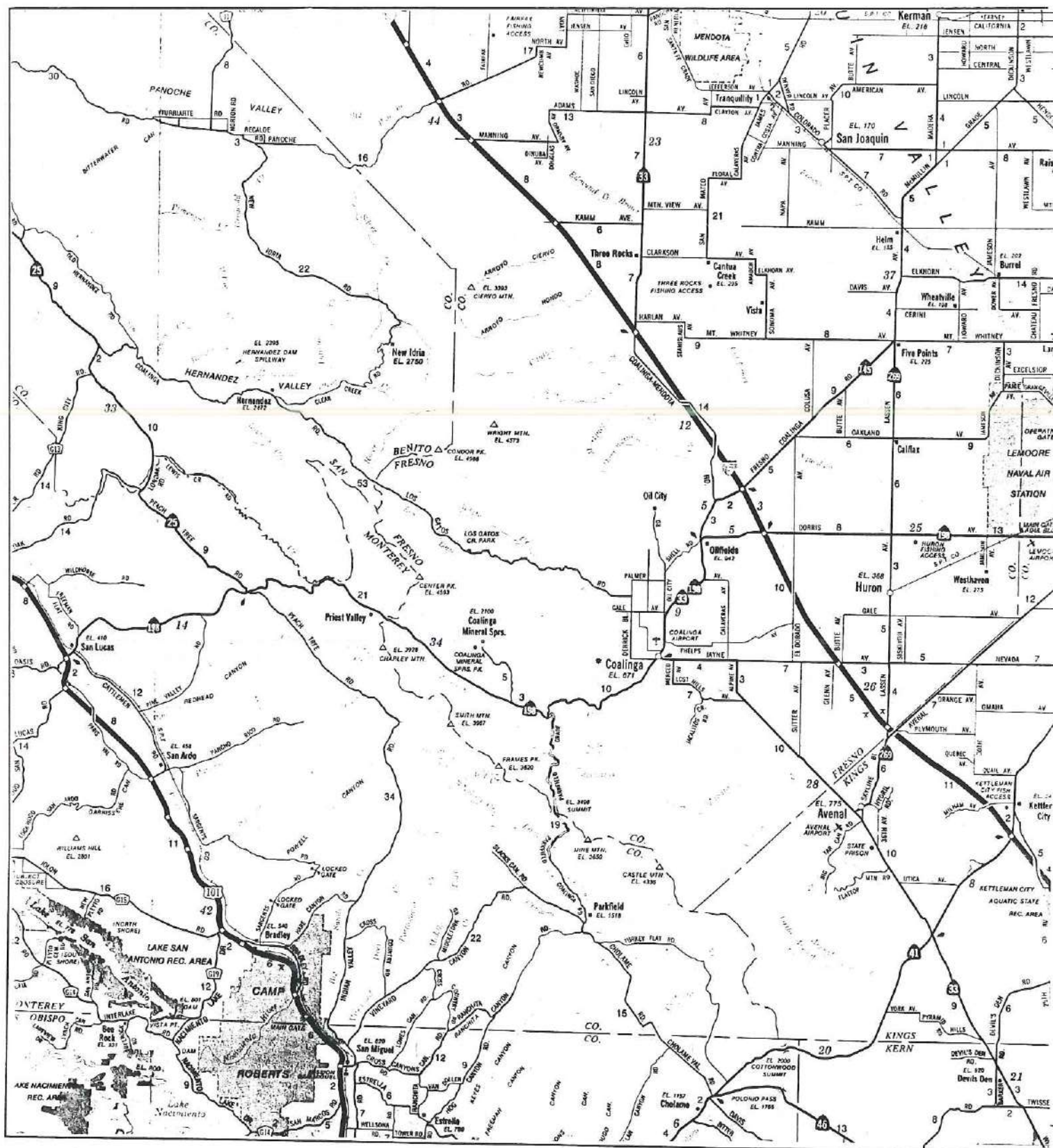
### History of the proposal

In November 1961, the voters of the Coalinga High School District approved the formation of the West Hills Community College District as a separate junior college district. In 1962, the voters of several adjoining areas approved annexation proposals, expanding the district's total territory to 3,464 square miles, primarily in Fresno and Kings Counties but also in Madera, Monterey, and San Benito Counties -- an area about three fourths the size of Connecticut. In spite of this large area, the district is not heavily populated, with 1988 data indicating about 80,000 residents -- most of whom live in the Lemoore, Coalinga, Avenal, and Firebaugh areas. The city of Hanford, ten miles to the east of Lemoore, lies within the College of the Sequoias Community College District, but because of its proximity to Lemoore, the West Hills District considers it to be part of its service area as well -- adding another 31,000 people to the population of its service area.

The West Hills District operates West Hills College in Coalinga, two educational centers -- the North District Center (founded in 1971) in Firebaugh to the north in Fresno County, and the Lemoore Center (founded in 1982), which is known in the area as the "Kings County Campus" -- and a small outreach program in Avenal. The Firebaugh Center is very small, with an enrollment of 240 headcount students (about 45 to 50 average daily attendance) in Spring 1992, and with little or no growth anticipated in the next ten years. The Lemoore Center regis-

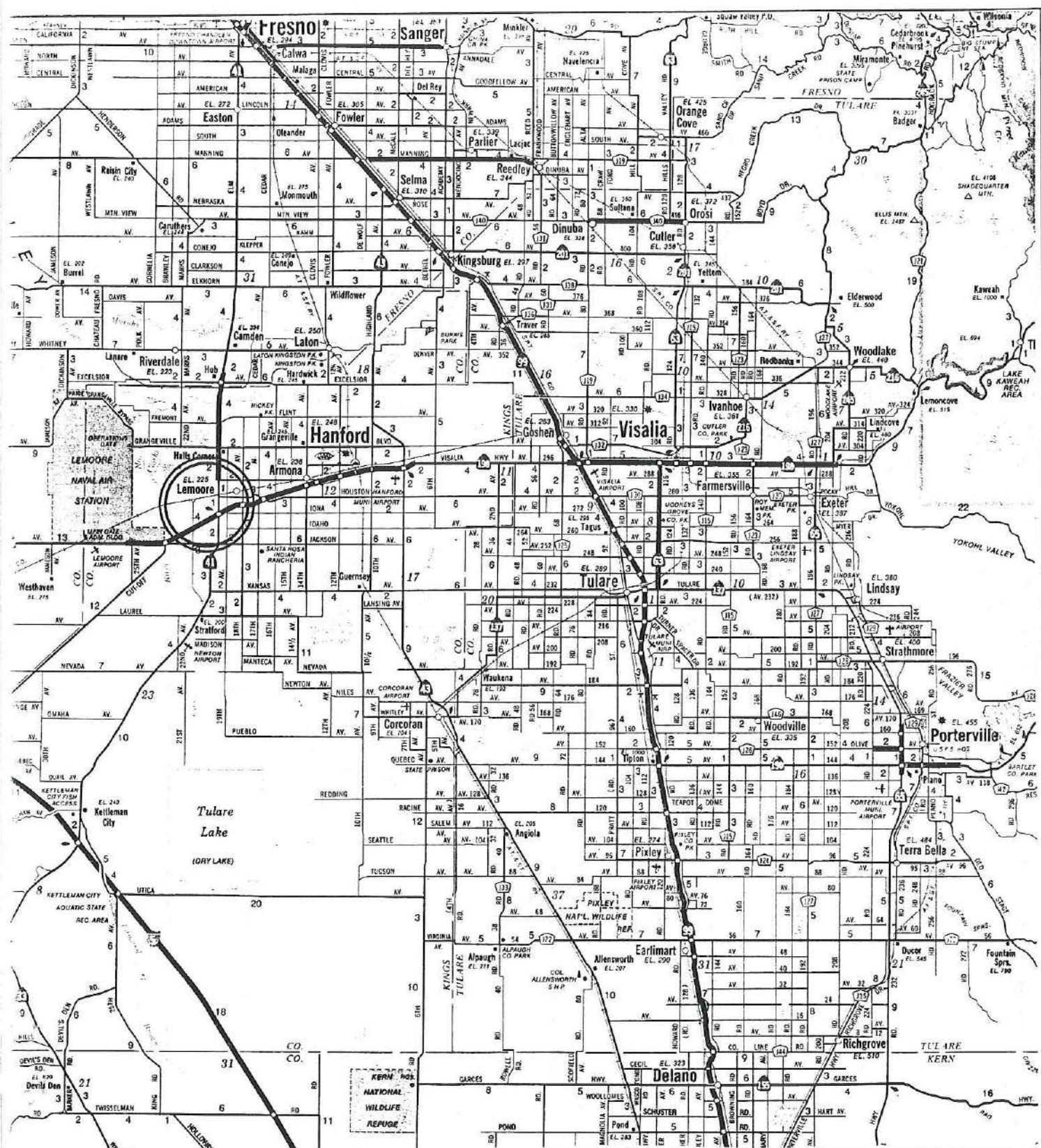


DISPLAY 1 General Location of the Lemoore Center



Source: California State Automobile Association, © 1985.

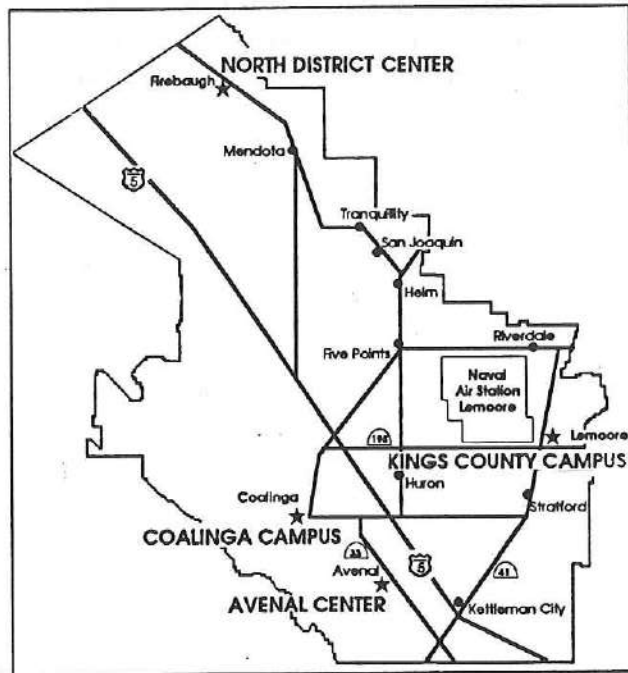




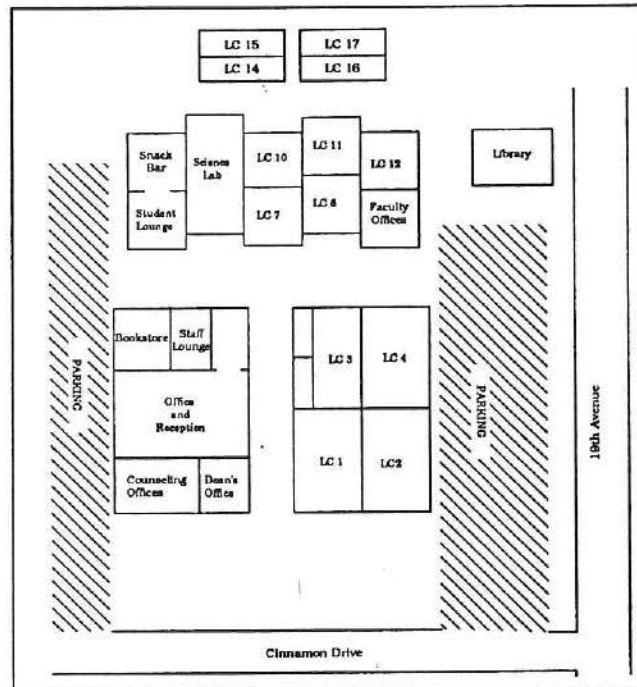




**DISPLAY 3** Map of the West Hills Community College District



**DISPLAY 4** Building Configuration of the Lemoore Center



Source: West Hills Community College District.

tered an enrollment of 1,589 headcount students for Spring 1992 (about 700 ADA), and anticipates steady growth over the next ten years, as shown in Part Three of this report. The Lemoore Center's inception dates from the purchase of the current 15-acre site in 1979. In 1982, an administration building and four classrooms were constructed with local funds.

When the Board of Governors considered its first long-range growth plan (Board of Governors, 1991a), it stated that a center in the Lemoore-Hanford area was needed in the near term -- a conclusion supported by MGT, Inc., which acted as the Board's consultant. Unfortunately, the specific location could not be determined immediately due to jurisdictional problems. Located about 10 miles apart, the cities of Lemoore and Hanford have a combined population of about 45,000, with two thirds of that population in Hanford. Lemoore is located within the West Hills Community College District; Hanford is in the College of the Sequoias District. Lemoore has an existing center that meets the minimum definition for an educational center established by the Board of Governors (500 ADA); College of the Sequoias maintains a leased "store-front" operation in Hanford with a current enrollment (Spring 1992) of 1,115 headcount students (203 ADA) in a facility that is not easily converted to a permanent community college operation. Residents of the Lemoore area are located about 40 miles from the Coalinga campus of the West Hills District; residents of the Hanford area are about 20 miles from College of the Sequoias in Visalia.

At the time the Board of Governors first discussed the long-range plan in November 1990, the plan contained a recommendation that the center to serve the Lemoore/Hanford area be located in the West Hills District. In the final version of the plan, however, there was no such recommendation, since staff in the Chancellor's Office continued to hope that the two districts could resolve the problem and present a single recommendation to the Board. Unfortunately, this did not occur, since the Sequoias District wanted a permanent center in the Hanford area while the West Hills District continued to insist on its existing Lemoore Center.

Following what both districts agreed was an impasse, the Chancellor's Office assumed jurisdiction over the dispute and presented a solution to the Board of Governors at its May 9-10, 1991 meeting,



which led to the immediate Board adoption of a recommendation naming the Lemoore Center as the official educational center for the region because of the three reasons listed on page 1 above.

In September 1991, the Chancellor's Office transmitted the agenda item to the Commission and requested official recognition of the Lemoore Center.

A number of discussions followed concerning enrollment projections and communication between the two districts, and several months were required to develop the necessary materials for the needs study, to visit the area and to discuss the center with district officials. This report provides the results of those endeavors.

IN THE CALIFORNIA Community Colleges, such terms as "college," "campus," "outreach operation," and "off-campus center" are often confusing, particularly when a technical term used by the Chancellor's Office conflicts with the working nomenclature of the local district. Such a circumstance exists in the case at hand with a facility the Chancellor's Office terms the "Lemoore Center," and the West Hills Community College District refers to as "The Kings County Campus at Lemoore." To avoid such confusion, the Chancellor's Office staff recently offered a number of informal definitions, which the Commission quotes below. These terms do not enjoy the status of statutory or administrative law, but they should be helpful in avoiding some of the confusion.

**Outreach Operation:** This includes district-funded operations where courses are offered in such facilities as store fronts, off-campus community facilities, and other educational institutions. Facilities may be owned, leased, or provided free of charge, and used full or part time for educational programs.

**Educational Center:** An officially recognized off-campus operation that meets the definition found in Title 5 of the California Administrative Code, and that has been reviewed and approved by the Board of Governors and the California Postsecondary Education Commission. It may also qualify for this title by virtue of having been "grandfathered," meaning that it has been recognized by CPEC as having been established prior to April 1, 1974 (California Postsecondary Education Commission, 1984).

**Campus:** A full-service institution at a geographic location anticipated to have a full complement of programs, services, and facilities. A campus may or may not be administered by another college and may or may not be separately accredited. A campus may be an officially designated educational center or college.

**College:** A college is always a separately accredited, degree granting institution, usually but

not always on a campus, with a free standing administration independent of any other college.

The Lemoore center began as an outreach operation in 1982 and has evolved into an educational center. It is really too small (711.36 average-daily-attendance in 1990-91) to be considered a "campus" with a full array of services, but there is a strong likelihood that it will evolve into one in the next ten to fifteen years. As an educational center, however, it is officially recognized by the Board of Governors, does meet the minimum requirement of 500 average-daily-attendance specified in Title 5, and does offer an impressive array of programs. It also has considerable potential room for expansion, since the City of Lemoore has zoned 60 acres immediately adjacent to the site as restricted to educational uses. The district does not own this land, but in essence, it is being held in reserve for college purposes and would almost certainly have to be sold to either the city or the district should the owner decide to disperse with it.

The Lemoore Center's conformity to the Commission's criteria for the approval of new educational centers is discussed in the following sections.

## 1. Adequate enrollment projections

- 1.1 *For new facilities that are planned to accommodate expanded enrollments, enrollment projections should be sufficient to justify the establishment of the campus or off-campus center. For the proposed new campus or center, enrollment projections for each of the first ten years of operation, and for the fifteenth and twentieth years, must be provided. When an existing off-campus center is proposed to be converted to a new campus, all previous enrollment experience must also be provided.*

*As the designated demographic agency for the State, the Demographic Research Unit has lead responsibility for preparing systemwide*



and district enrollment projections, as well as projections for specific proposals. The Demographic Research Unit will prepare enrollment projections for all community college proposals...

1.2 (This section applies only to the University of California.)

1.3 (This section applies only to the California State University.)

1.4 Enrollment projected for a community college district should exceed the planned enrollment capacity of existing district campuses. If the district enrollment projection does not exceed the planned enrollment capacity of existing district campuses, compelling regional or local needs must be demonstrated. In order for compelling regional needs to be demonstrated, the segment must specify how these regional needs deserve priority attention over others in the State.

Displays 5 and 6 show the official enrollment projections developed by the Demographic Research Unit (DRU) of the Department of Finance, with assistance from the West Hills Community College District. In considering these projections, it should be noted that DRU has been forced to advise the community colleges' Chancellor's Office that, because of budget cutbacks, DRU will no longer be able to produce special projections for individual new community colleges and centers. DRU will continue, however, to produce ten-year projections for all 71 community college districts, projections that remain critical to the determination of need for capital outlay appropriations generally.

In the current case, DRU consulted with the West Hills District on a reasonable distribution of Weekly Student Contact Hours (WSCH) derived from the district-wide projection, a distribution that is shown in Display 6. This distribution was approved by DRU, and presently constitutes the official enrollment projection. There is no further projection for

DISPLAY 5 Ten-Year Capital Outlay Projection, West Hills Community College District

Year at Fall Term	Day Credit			Evening Credit			Noncredit			Total		
	Enrollment	WSCH	WSCH/ Enrollment	Enrollment	WSCH	WSCH/ Enrollment	Enrollment	WSCH	WSCH/ Enrollment	Enrollment	WSCH	WSCH/ Enrollment
<b>Actual</b>												
1980	750	12,461	16.6	1,668	8,975	5.4	53	172	3.2	2,471	21,608	8.7
1981	735	13,740	18.7	1,433	6,821	4.8	184	327	1.8	2,352	20,888	8.9
1982	907	15,260	16.8	1,165	6,071	5.2	80	293	3.7	2,152	21,624	10.0
1983	800	13,257	16.6	1,091	4,834	4.4	130	213	1.6	2,021	18,304	9.1
1984	894	13,397	15.0	1,135	4,101	3.6	214	420	2.0	2,243	17,918	8.0
1985	939	12,642	13.5	1,197	6,473	5.4	0	317	0.0	2,136	19,432	9.1
1986	1,023	11,872	11.6	1,364	7,379	5.4	83	602	7.3	2,470	19,853	8.0
1987	1,168	13,071	11.2	1,284	8,144	6.3	104	643	6.2	2,556	21,858	8.6
1988	1,265	13,071	10.3	1,232	7,842	6.4	234	573	2.4	2,731	21,486	7.9
1989	1,319	14,576	11.1	1,157	9,506	8.2	274	852	3.1	2,750	24,934	9.1
1990	N/A	14,348	N/A	N/A	10,207	N/A	N/A	604	N/A	N/A	25,159	N/A
<b>Projected</b>												
1991	1,480	15,100	10.2	1,350	10,700	7.9	220	600	2.7	3,050	26,400	8.6
1992	1,480	15,100	10.2	1,410	11,100	7.9	220	600	2.7	3,110	26,800	8.6
1993	1,490	15,200	10.2	1,440	11,300	7.9	220	600	2.7	3,150	27,100	8.6
1994	1,560	16,000	10.2	1,480	11,700	7.9	220	600	2.7	3,260	28,300	8.6
1995	1,620	16,500	10.2	1,520	12,000	7.9	220	600	2.7	3,360	29,100	8.7
1996	1,630	16,600	10.2	1,550	12,200	7.9	230	600	2.6	3,410	29,400	8.7
1997	1,660	16,900	10.2	1,580	12,500	7.9	230	600	2.6	3,470	30,000	8.7
1998	1,700	17,300	10.2	1,610	12,700	7.9	230	600	2.6	3,540	30,600	8.7
1999	1,750	17,900	10.2	1,640	13,000	7.9	240	600	2.5	3,630	31,500	8.7
2000	1,790	18,300	10.2	1,680	13,200	7.9	250	700	2.8	3,720	32,200	8.7

Source: Demographic Research Unit, Department of Finance, October 1, 1991; and West Hills Community College District.



**DISPLAY 6** *Ten-Year Capital Outlay Projection for the Coalinga, Lemoore, and Firebaugh Facilities, West Hills Community College District, in Weekly Student Contact Hours*

Year at Fall Term	Total District WSCH	Weekly Student Contact Hours		
		West Hills College	Lemoore Center	Firebaugh Center
Actual				
1988	21,486	10,912	10,192	382
1989	24,934	12,650	11,840	444
1990	25,159	12,240	11,887	1,032
Projected				
1991	26,400	12,302	13,358	740
1992	26,800	12,489	13,561	750
1993	27,100	12,629	13,712	759
1994	28,300	13,188	14,320	792
1995	29,100	13,561	14,725	814
1996	29,400	13,700	14,876	824
1997	30,000	13,980	15,180	840
1998	30,600	14,260	15,484	856
1999	31,500	14,679	15,939	882
2000	32,200	15,005	16,293	902

Source: Demographic Research Unit, Department of Finance, October 1, 1991; and West Hills Community College District.

the fifteenth and twentieth years, as required by the current guidelines, but experience has shown that such projections are of minimal value anyway. Display 7 on page 12 shows the projected enrollment growth between 1991 and 2000 for the district's three operations. The projections shown will serve to satisfy the Commission's first criterion for DRU-generated data.

The Chancellor's Office's definition of an educational center is 500 units of average daily attendance by the third year of operation (California Administrative Code, Title 5, Section 55825). The Lemoore Center is already in operation, and currently serves over 700 average-daily-attendance. Accordingly, it meets the basic size requirements of the first criterion.

The first criterion also states that enrollments should exceed the planned capacity of existing district campuses. West Hills College in Coalinga is the only other significant facility in the district, and it lies some 41 miles to the west of the Lemoore Center. The college is overbuilt, a circumstance caused by enrollment declines in the 1980s, but it is now growing again, and should fill out the existing cam-

pus by the end of the decade. Normally, an overbuilt condition would argue against approving the Lemoore Center, but the distance between the two facilities is sufficiently great that a strong case for isolation can be made. The Chancellor's Office uses a measure of 30 minutes driving time to define reasonable access, a measure that is clearly exceeded in the present case. As of the time of a 1990 district survey, over 92 percent of the Lemoore Center's students resided within a half hour's drive.

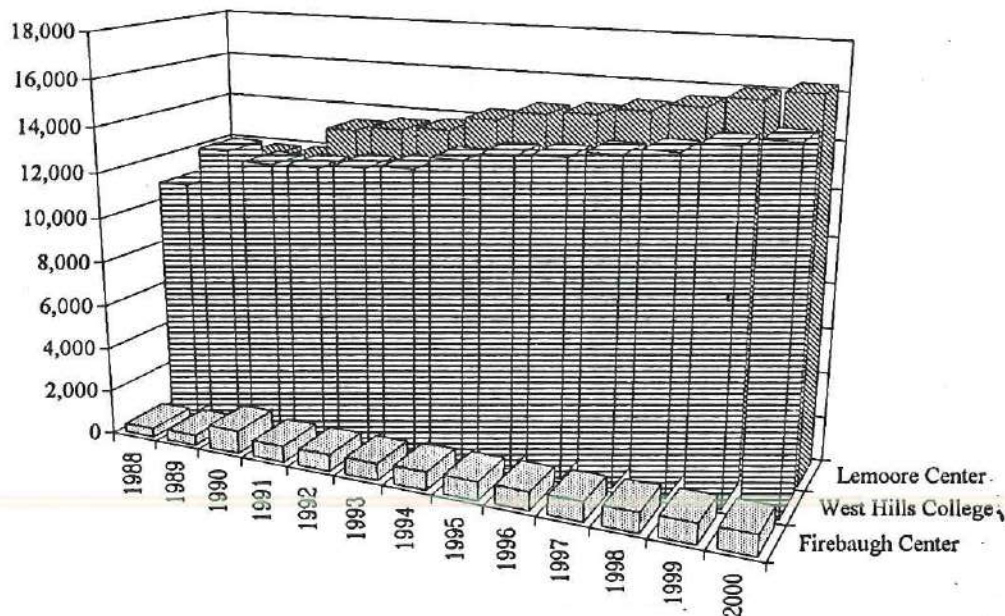
## Alternatives to new campuses or off-campus centers, and effects on other institutions

### 2. Alternatives to new campuses or off-campus centers

2.1 *Proposals for a new campus or off-campus center should address alternatives to establishment of new institutions, including (1) the possibility of establishing an off-campus center instead of a campus; (2) the expansion of existing campuses; (3) the increased utilization of existing campuses, such as year-round*



**DISPLAY 7** *Weekly Student Contact Hour (WSCH) Growth at the Three Facilities of the West Hills Community College District, 1988-1990 (Actual) and 1991-2000 (Projected)*



Source: Demographic Research Unit, Department of Finance, October 1, 1991; and West Hills Community College District.

operation; (4) the increased use of existing facilities and programs in other postsecondary education segments; and (5) the use of nontraditional modes of instructional delivery, such as telecommunication and distance learning.

- 2.2 A cost-benefit analysis of alternatives, including alternative sites for the campus or center must be articulated and documented.

## 6. Effects on other institutions

- 6.1 Other segments, institutions, and the community in which the campus or center is to be located should be consulted during the planning process for the new facility, especially at the time that alternatives to expansion are explored. Strong local, regional, and/or statewide interest in the proposed facility must be demonstrated.

- 6.2 (This section applies only to the University of California and the California State University.)

- 6.3 The establishment of a new community college campus must not reduce existing and pro-

jected enrollments in adjacent community colleges -- either within the district proposing the new campus or in adjacent districts -- to a level that will damage their economy of operation, or create excess enrollment capacity at these institutions, or lead to an unnecessary duplication of programs.

Normally, various alternatives to constructing facilities would be considered in this section of the report, but since the Lemoore Center is already built, the only issue concerns the possibility of further expansion, and that issue strongly impacts the Commission's sixth criterion as well, as there is a possible effect on the College of the Sequoias in Visalia, some 30 miles to the east. As to other segments, the only institution anywhere near the Lemoore Center is California State University, Fresno, which lies some 40 miles to the north -- too far to have any appreciable enrollment impact. Both the Lemoore Center and West Hills College in Coalinga do, however, maintain close working relationships with the Fresno campus, and Fresno offers interactive, televised upper-division courses at both facilities.

The primary issue surrounding the proposed appro-



val of the Lemoore Center, and hence its eligibility for State capital outlay funding, is whether the Lemoore/Hanford area should be served by the West Hills district, the College of the Sequoias district, or both. This is the issue the Board of Governors addressed at considerable length at two meetings, the first on January 10-11, 1991 when the systemwide long-range plan was considered, and the second on May 9-10, 1991, when the Board approved Lemoore as an official educational center.

Lemoore and Hanford are approximately 10 miles apart, with most of the population in Hanford, which lies within the boundaries of the Sequoias district. Sequoias maintains a leased center in Hanford; West Hills maintains the more permanent Lemoore Center, which accounts for about 47 percent of the district's average daily attendance, and consequently, almost half of its financial support. If a center were to be located about half way between the two cities, it would lie in the Sequoias district, and consequently have an extremely negative effect on the West Hills district's financial stability. The same result would occur if a permanent center was built in Hanford or its immediate environs. As another ingredient in this puzzle, College of the Sequoias has more students than its current physical capacity can accommodate, and is built on a small (55 acres), land-locked site with virtually no room to expand. As a result, Sequoias wanted official recognition of an educational center within its boundaries, as did West Hills; population projections, however, clearly indicated the need for only one operation.

For over a year, the Chancellor's Office hoped that the West Hills and Sequoias districts could find a solution to this dilemma, and consequently recommended to the Board of Governors, at the time the Board considered the long-range plan, that a State-level decision designating one operation as the official center be deferred. Discussions between the two districts ensued, but they could not resolve the conflict satisfactorily. Subsequently, the Chancellor's Office held a public hearing on March 8, 1991, in Fresno to listen to all sides of the dispute, then presented an agenda item to the Board of Governors on May 9 that led to official recognition of Lemoore, plus a statement that "The important role of the Hanford outreach operation is not to be undervalued. It should continue so long as College of the Se-

quoias CCD and the community see a need for it." (1991b, p. 8).

The Chancellor's Office presented four alternatives to the Board of Governors:

1. Establish a new site closer to Hanford;
2. Establish two centers;
3. Create a joint venture between the two districts to operate a single center;
4. Reorganize the districts in such a way that the entire Lemoore/Hanford area would be within one or the other district; and
5. Take no action.

► The first alternative has the advantage of a location nearer the major population center, but the disadvantages of poor geographic spacing, excessive cost, and the elimination of a viable existing center (Lemoore) with a substantial enrollment. Placing the facility in Hanford, or east of Hanford, could create a distance of only 15 miles between itself and College of the Sequoias, and some 50 miles to Coalinga. With the existing Lemoore Center, those distances are about 30 miles east to Sequoias and 40 miles west to Coalinga; certainly not perfect, but preferable to the alternative. In addition, creation of a new center, by the Chancellor's Office's estimate, could cost \$10 to \$15 million in capital construction costs, where recognition of the existing Lemoore Center involves no immediate capital cost. Further, establishment of a competitive facility in or near Hanford would remove so many students from the Lemoore Center that its financial viability would be severely compromised, possibly to the point of closure.

► The second alternative would clearly be wasteful. The Lemoore/Hanford area is not heavily populated, and can probably support only one operation at a size that will permit economies of scale. Given the severe constraints on capital outlay funding at the present time, it is unlikely that a proposal to construct another center in the Hanford area would be accepted. Accordingly, this alternative was rejected.

► The third alternative was to create a joint venture that would permit the two districts to operate a single center. This suggestion has considerable appeal, but both districts soon found that the legal



problems alone, and almost certainly the legal fees, would be enormous. Even if the fees could be paid and the issues resolved, however, such problems as differing salary schedules, facilities ownership, administrative procedures, academic programming, and revenue sharing would remain; after some earnest attempts to resolve these problems, the districts concluded that the obstacles were insurmountable and gave up. All that remains of the joint venture idea is the fact that both districts advertise each other's course offerings for the Hanford and Lemoore operations.

► The fourth alternative concerned district reorganization, and both districts thought it was an excellent idea so long as the other district was the one to relinquish territory. This alternative was abandoned on the grounds that pursuing it would create a territorial battle that all parties believed would not be in the best interests of educational service to the area.

► The final alternative was to do nothing, and it had its attractions, particularly for the Board of Governors, which was not anxious to establish the precedent of imposing solutions on local districts. It was also attractive for another reason:

Furthermore, the relative need for a center in the Lemoore/Hanford area is not exceedingly great when compared to some of the high-growth areas in the State. An unofficial center already exists in Lemoore and there is an outreach operation in Hanford. While the two districts may disagree over the issue of official recognition, historically they have cooperated very effectively in offering programs and services to the area. A decision to take no action until both districts can agree fully on the best long-term solution to meeting the area's educational needs would, therefore, have little immediate effect on the availability of community college programs to the people of the area. (1991b, p. 6)

This alternative -- taking no action -- and the alternative of recognizing the Lemoore Center as the official operation to serve the area, emerged as the only viable possibilities, since all of the others were either legally or economically infeasible. Between these two, the Board of Governors chose official recognition, and did so for what appear to be sound and

dependable reasons. Among these are the following:

- The Lemoore Center, unlike the considerably smaller Hanford outreach operation, meets the 500 average-daily-attendance minimum definition for a center.
- The Lemoore Center may even have been officially recognized as early as 1983 -- such recognition would have qualified it for "grandfather" status pursuant to the Commission's Report 84-38 -- but that recognition cannot be determined precisely because of the fire that destroyed the Chancellor's Office.
- The Lemoore Center is more strategically located than any of the alternatives, and has ample room to expand into a much larger operation should population growth so dictate.
- The Lemoore Center enjoys considerable community support, the evidence of which includes the Lemoore City Council's decision to zone 60 acres adjacent to the 15-acre existing site as "educational."
- Official "educational center" status is essential to West Hill's financial viability.
- The Lemoore Center is convenient for employees and service personnel stationed at the Lemoore Naval Air Station some 10 miles to the west, a base that is not on the list of military base closures in California.
- Given the legal changes that permitted free flow between districts, the entire service area is within Lemoore's range, even though some of that range extends into the Sequoias district and even into the southern tip of the State Center district.

At present, it is also expected that the Hanford outreach operation of the Sequoias district will continue, and that the two districts will continue to cooperate in academic planning, with mutual advertising of course offerings. Given this and the preceding analysis, the criteria concerning alternatives and potential impacts on other institutions have been satisfied.

As to community opinion, strong letters or statements of support are on file from John Luis, mayor of Lemoore for himself and the City Council; Allen Goodman, city manager of Lemoore; Bill Black, su-



perintendent of the Lemoore Union High School District; Kathy Martin, executive director of the Lemoore Chamber of Commerce; Captain Joe Hart from the Lemoore Naval Air Station, and a number of private citizens. There is no opposition from any quarter within the West Hills district.

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### 3. Serving the disadvantaged

*The campus or center must facilitate access for the economically, educationally, socially, and physically disadvantaged.*

The West Hills Community College District is located in Kings and Fresno Counties. As of the 1990 Census, the demographic composition of the district was approximately as shown in Display 8 on page 16. This is approximate because the census tracts do not exactly match the district's boundaries, but the numbers do offer a fair representation of the population.

Display 9 on page 17 shows the ethnic distribution of the West Hills Community College District between Fall 1985 and Spring 1992 in a distribution that is not exactly the same as arrayed by the Bureau of the Census. The difference occurs in the classification of "Hispanic." The Census does not count this group as mutually exclusive with other racial categories, but makes a separate accounting. Because of this, it is entirely possible for an individual to be both "White" and "Hispanic," or "Black" and "Hispanic." The district, on the other hand, counts the various racial/ethnic categories as being mutually exclusive. The result, in all probability, is a slight undercounting of the Hispanic category in the district's attendance rolls, and a slight overcounting of the White and Black categories.

Display 9 shows that Hispanics have made the greatest gains over the course of the survey, moving from 20.7 percent of the enrollment in Fall 1985 to 33.4 percent in the Fall of 1991. Black enrollment has fluctuated somewhat as a percentage of the total, but has grown steadily from the 135 in attendance in Fall 1985 to a Fall 1991 total of 237. Asian, Filipino, and American Indian enrollments have remained relatively steady, and White enrollments have grown numerically but declined as a percentage of the total, principally due to the sig-

nificant growth in Hispanic enrollments. The West Hills District maintains a number of programs for disadvantaged and historically underrepresented students, including Extended Opportunity Programs/Services (EOPS), Disabled Students Programs and Services (DSPS), and a special tutorial program that serves both the Coalinga and Lemoore facilities. The district also advertises its services widely throughout the service area, and offers counseling and informational services at the Lemoore Center for anyone interested in enrolling. Further, information is freely available at the Lemoore Naval Air Station, six miles to the west of the center, to service personnel who also represent an ethnically diverse potential clientele.

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### 4. Geographic and physical accessibility

*The physical, social, and demographic characteristics of the location and surrounding service areas for the new campus or center must be included. There must be a plan for student, faculty, and staff transportation to the proposed location. Plans for student and faculty housing, including projections of needed on-campus residential facilities, should be included as appropriate. For locations which do not plan to maintain student on-campus residences, reasonable commuting time for students must be demonstrated.*

As noted earlier, most of the population in the Lemoore Center's immediate service area lies to the east of the existing facility in Hanford and its environs, a fact that would suggest a preferred location some five or ten miles to the east. For all of the reasons stated above, however, such a location is impractical. Fortunately, if the Lemoore Center's immediate service area is taken to be within ten miles of the center, Hanford is included. Areas to the east that lie outside of the ten-mile radius are, and undoubtedly will continue to be, served by the College of the Sequoias.

The social and demographic characteristics of the area were described in the previous section. Physically, the entire region is flat with a good transportation network served by Interstate 5 and Highways 99, 198, 41 and 43 (Display 2, page 6). Public transportation is adequate between Lemoore and



DISPLAY 8 Demographic Composition of the West Hills Community College District

Age	American Indian			Asian			Black			White			Other*			Total		
	Male	Female	Total	Male	Female	Total	Male	Female	Total	Male	Female	Total	Male	Female	Total	Male	Female	Total
Under 5	43	42	85	84	78	162	108	110	218	1,710	1,614	3,324	1,711	1,573	3,284	3,656	3,417	7,073
5 to 9	58	57	115	86	112	198	83	83	166	1,716	1,599	3,315	1,607	1,512	3,119	3,550	3,363	6,913
10 to 14	63	71	134	117	104	221	67	75	142	1,554	1,416	2,970	1,529	1,482	3,011	3,330	3,148	6,478
15 to 19	46	42	88	114	99	213	108	68	176	1,425	1,367	2,792	1,572	1,344	2,916	3,265	2,920	6,185
20 to 24	37	26	63	74	60	134	839	179	1,018	1,842	1,317	3,159	2,531	1,185	3,716	5,323	2,767	8,090
25 to 29	32	46	78	76	82	158	975	245	1,220	2,176	1,599	3,775	2,592	1,224	3,816	5,851	3,196	9,047
30 to 34	32	30	62	87	108	195	717	215	932	2,051	1,603	3,654	2,103	1,129	3,232	4,990	3,085	8,075
35 to 39	29	42	71	77	101	178	410	146	556	1,726	1,350	3,076	1,507	955	2,462	3,749	2,594	6,343
40 to 44	21	22	43	47	94	141	184	81	265	1,381	1,132	2,513	1,034	634	1,668	2,667	1,963	4,630
45 to 49	24	22	46	57	67	124	77	55	132	1,095	925	2,020	703	428	1,131	1,956	1,497	3,453
50 to 54	17	17	34	42	55	97	56	41	97	844	798	1,642	459	350	809	1,418	1,261	2,679
55 to 59	9	14	23	34	47	81	40	34	74	747	763	1,510	348	268	616	1,178	1,126	2,304
60 to 64	12	11	23	24	39	63	46	31	77	745	715	1,460	323	245	568	1,150	1,041	2,191
65 to 69	9	8	17	22	29	51	20	24	44	591	680	1,271	202	136	338	844	877	1,721
70 to 74	9	6	15	16	14	30	18	13	31	392	533	925	85	82	167	520	648	1,168
75 to 79	4	6	10	9	10	19	19	21	40	297	448	745	44	62	106	373	547	920
80 to 84	3	2	5	5	7	12	17	7	24	168	260	428	47	42	89	240	318	558
85 and over	1	1	2	2	1	3	3	3	6	105	215	320	25	13	38	136	233	369
Totals	449	465	914	973	1,107	2,080	3,787	1,431	5,218	20,565	18,334	38,899	18,422	12,664	31,086	44,196	34,001	78,197
Percentages	0.6%	0.6%	1.2%	1.2%	1.4%	2.7%	4.8%	1.8%	6.7%	26.3%	23.4%	49.7%	23.6%	16.2%	39.8%	56.5%	43.5%	100.0%

\* "Other" category is predominantly Hispanic. The total Hispanic population was reported at 53.8 percent in 1990.

Source: U.S. Bureau of the Census; West Hills Community College District.

**DISPLAY 9** *Unduplicated Headcount Enrollment by Racial/Ethnic Category, West Hills Community College District, Fall 1985 to Spring 1992*

Academic Term	Asian	Black	Filipino	Hispanic	American Indian	Other Non-White	Pacific Islander	White Non-Hispanic	No Response/Other	Total
Fall, 1985										
Number	62	135	54	442	42	0	0	1,323	80	2,138
Percent	2.9%	6.3%	2.5%	20.7%	2.0%	0.0%	0.0%	61.9%	3.7%	100.0%
Fall, 1986										
Number	62	101	49	568	32	0	0	1,658	0	2,470
Percent	2.5%	4.1%	2.0%	23.0%	1.3%	0.0%	0.0%	67.1%	0.0%	100.0%
Fall, 1987										
Number	58	105	49	659	29	0	0	1,655	0	2,555
Percent	2.3%	4.1%	1.9%	25.8%	1.1%	0.0%	0.0%	64.8%	0.0%	100.0%
Fall, 1988										
Number	48	116	54	766	38	0	0	1,709	0	2,731
Percent	1.8%	4.2%	2.0%	28.0%	1.4%	0.0%	0.0%	62.6%	0.0%	100.0%
Fall, 1989										
Number	57	108	52	867	26	0	0	1,643	1	2,754
Percent	2.1%	3.9%	1.9%	31.5%	0.9%	0.0%	0.0%	59.7%	0.0%	100.0%
Spring 1990										
Number	55	118	38	1,095	27	0	0	1,584	2	2,919
Percent	1.9%	4.0%	1.3%	37.5%	0.9%	0.0%	0.0%	54.3%	0.1%	100.0%
Fall, 1990										
Number	48	100	51	926	29	3	3	1,661	11	2,832
Percent	1.7%	3.5%	1.8%	32.7%	1.0%	0.1%	0.1%	58.7%	0.4%	100.0%
Spring, 1991										
Number	42	153	52	1,034	34	4	4	1,748	12	3,083
Percent	1.4%	5.0%	1.7%	33.5%	1.1%	0.1%	0.1%	56.7%	0.4%	100.0%
Fall, 1991										
Number	61	237	61	1,049	41	12	13	1,656	14	3,144
Percent	1.9%	7.5%	1.9%	33.4%	1.3%	0.4%	0.4%	52.7%	0.4%	100.0%
Spring, 1992										
Number	48	219	61	1,079	45	14	14	1,848	35	3,363
Percent	1.4%	6.5%	1.8%	32.1%	1.3%	0.4%	0.4%	55.0%	1.0%	100.0%

Source: West Hills Community College District.

Hanford, and the district maintains a shuttle service between Lemoore, Coalinga, and a number of other points within the district's territory. Most students use private transportation to attend classes.

## 5. Environmental and social impact

*The proposal must include a copy of the environmental impact report. To expedite the review process, the Commission should be provided all information related to the environmental impact report process as it becomes*



available to responsible agencies and the public.

No environmental impact report was prepared for this facility, since it is already built. Accordingly, this criterion cannot be applied.

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## 7. Academic planning and program justification

*The programs projected for the new campus must be described and justified. An academic master plan, including general sequence of program plans and degree level plans, and a campus plan to implement such State goals as access, quality, intersegmental cooperation, diversification of students, faculty, administration and staff for the new campus, must be provided. The proposal must include plans to provide an equitable learning environment for the recruitment, retention and success of historically underrepresented students.*

The Lemoore Center currently offers courses in the following program areas. The numbers in parenthesis indicate the number of course sections offered in each discipline.

Agricultural Animal Science (1)  
Agriculture (2)  
Agriculture Business (1)  
Administration of Justice (7)  
Anthropology (1)  
Art (13)  
Automotive Technology (2)  
Biological Science (3)  
Business (25)  
Chemistry (4)  
Computer Information Systems (7)  
Educational Assistant (2)  
Diesel Technology (3)  
Early Childhood Education (8)  
Economics (2)  
Emergency Medical Training (1)  
English (21)  
English as a Second Language (2)\*  
English Basic Skills (1)\*  
General Education Development (1)\*  
General Work Experience (1)  
Geography (3)

Geology (1)  
Health Education (5)  
History (6)  
Humanities (2)  
Industrial Technology (1)  
Journalism (3)  
Life Science (2)  
Math (16)  
Music (8)  
Nutrition (1)  
Physical Education (13)  
Philosophy (2)  
Physics (1)  
Political Science (7)  
Psychology (6)  
Sociology (5)  
Social Science (1)  
Spanish (8)  
Speech (3)

\*Non-credit courses.

The center also offers a non-credit General Educational Development (GED) program, and one course each in English Basic Skills, Beginning English as a Second Language (ESL), and Intermediate ESL. This curriculum is relatively standard for a community college operation of this size, with emphases in business, computer training, early childhood education, and language, subjects that do not require elaborate facilities. Few offerings are to be found in vocational subjects, since many of these require more costly laboratory facilities. The center offers a full transfer curriculum, principally in consultation with California State University, Fresno, and it awards associate of arts degrees.

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## 8. Consideration of needed funding

*A cost analysis of both capital outlay estimates and projected support costs for the new campus or permanent off-campus center, and possible options of alternative funding sources, must be provided.*

The 1991-92 support budget for the West Hills Community College District is shown in Displays 10 and 11. Although there is no specific breakout for the Lemoore Center, approximately 45 percent of the budget is allocable to that operation. As enrollment

**DISPLAY 10** West Hills Community College District Revenues, 1991-92

Item	Restricted	Unrestricted	Total
<b>Beginning Balance</b>	<b>\$0</b>	<b>\$439,393</b>	<b>\$439,393</b>
<i>Federal Revenues</i>			
College Work Study	\$56,937	\$0	\$56,937
Job Training Partnership Act	14,500	0	14,500
Student Financial Aid	0	0	0
Veteran's Education	0	0	0
Vocational Education	89,000	0	89,000
Other	8,000	0	8,000
<b>Total Federal</b>	<b>\$168,437</b>	<b>\$0</b>	<b>\$168,437</b>
<i>State Revenues</i>			
Apportionment	\$0	\$4,865,475	\$4,865,475
Extended Opportunity (EOPS)	192,738	0	192,738
Handicapped	85,750	0	85,750
Other Categorical Apport.	0	0	0
Deferred Maintenance	0	0	0
Matriculation	91,995	0	91,995
Other Categorical	36,798	0	36,798
Homeowners Subvention	0	80,000	80,000
Other Tax Subventions	0	0	0
State Mandated Costs	25,000	0	25,000
Lottery	0	189,000	189,000
Other	5,853	1,500	7,353
<b>Total State</b>	<b>\$438,134</b>	<b>\$5,135,975</b>	<b>\$5,574,109</b>
<i>Local Revenues</i>			
Secured Taxes	\$0	\$2,509,988	\$2,509,988
Unsecured Taxes	0	135,000	135,000
Prior Year Taxes	0	80,000	80,000
Private Contracts, Gifts, Grants	0	0	0
Contracted Services	0	257,568	257,568
Sales	0	100	100
Facility Rental	0	2,500	2,500
Interest	0	50,000	50,000
Community Service Classes	0	4,500	4,500
Non-Resident Fees	0	100,000	100,000
Dormitory Rental	0	0	0
Other Student Fees	0	0	0
Enrollment Fees	0	205,723	205,723
Student Records	0	0	0
Other	0	10,000	10,000
Sale of Assets	0	100	100
<b>Total Local</b>	<b>\$0</b>	<b>\$3,355,479</b>	<b>\$3,355,479</b>
<b>Grand Total</b>	<b>\$606,571</b>	<b>\$8,930,847</b>	<b>\$9,537,418</b>

Source: West Hills Community College District.



**DISPLAY 11 West Hills Community College  
District Expenditures, 1991-92**

Item	Amount	Percent
Certificated Salaries & Benefits	\$4,388,416	46.0%
Classified Salaries & Benefits	2,504,461	26.3%
Books & Supplies	608,235	6.4%
Other Operating Expenses	1,251,327	13.1%
Capital Outlay & Other Outgo	389,389	4.1%
Contingency Fund	360,591	3.8%
Special Reserve Dorm.	35,000	0.4%
<b>Grand Total</b>	<b>\$9,537,419</b>	<b>100.0%</b>

Source: West Hills Community College District.

grows, it may be expected that the support budget will grow proportionately.

The West Hills Community College District has three projects for the center in the request stage:

- \$125,000 for the removal of architectural barriers: \$12,000 in 1993-94 (planning and working drawings) and \$113,000 in 1994-95 (construction). Current facilities do not meet access requirements for disabled persons. These funds will be used to provide an automatic door opener to the main office building, visual fire alarms, and laboratory stations for the disabled.
- \$2,812,000 to construct a 9,175 assignable-square-foot learning resource center and office fa-

cility: \$212,000 in 1994-95 (planning and working drawings) and \$2,600,000 in 1995-96 (construction and equipment). The specific details of this project are in the developmental stage, but the district is expected to submit a Capital Outlay Budget Change Proposal (COBCP) to the Chancellor's Office early in 1993.

- \$2,022,000 to construct 8,178 assignable-square-foot in vocational facilities: \$22,000 in 1994-95 (planning and working drawings) and \$2,000,000 in 1995-96 (construction and equipment). The Lemoore Center currently has a very limited vocational curriculum. This project will construct vocational laboratories and provide equipment for a variety of vocational/occupational programs. The details of this proposal are also in the developmental stage, but the district may a Capital Outlay Budget Change Proposal for it to the Chancellor's Office early in 1993.

### Conclusion

Because the Lemoore Center meets the Commission's criteria for recognition as demonstrated above, the Commission has made the recommendation in Part One of this report that the center be approved as an officially recognized educational center of the California Community Colleges and that it become eligible for State capital outlay funding as of the 1993-94 fiscal year.

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## Guidelines for Review of Proposed Campuses and Off-Campus Centers (1990 Edition)

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### Appendix

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#### Introduction

##### *Commission responsibilities and authority regarding new campuses and centers*

California *Education Code* Section 66904 expresses the intent of the Legislature that the sites for new institutions or branches of public postsecondary education will not be authorized or acquired unless recommended by the Commission:

It is the intent of the Legislature that sites for new institutions or branches of the University of California and the California State University, and the classes of off-campus centers as the commission shall determine, shall not be authorized or acquired unless recommended by the commission.

It is further the of the Legislature that California community colleges shall not receive state funds for acquisition of sites or construction of new institutions, branches or off-campus centers unless recommended by the commission. Acquisition or construction of non-state-funded community colleges, branches and off-campus centers, and proposals for acquisition or construction shall be reported to and may be reviewed and commented upon by the Commission.

##### *Evolution and purpose of the guidelines*

In order to carry out its given responsibilities in this area, the Commission in April 1975 adopted policies relating to the review of new campuses and centers and revised those policies in September 1978 and September 1982. Both the 1975 document and the two revisions outlined the Commission's basic assumptions under which the guidelines and procedures were developed and then specified the proposals subject to Commission review, the criteria for reviewing proposals, the schedule to be followed by the segments when submitting proposals, and the contents of the required "needs studies."

#### *Reasons for the current revisions*

By 1988, experience with the existing procedures suggested that they needed revision in order to accommodate the changed planning environment in California, particularly related to California's Environmental Quality Act and the environmental impact report (EIR) process, as well as to accommodate various provisions of the recently renewed Master Plan for Higher Education. In addition, California's postsecondary enrollment demand continues to increase, and as the public segments move forward with their long-range facilities plans, the time is particularly ripe for revising the existing guidelines. This revision is intended to (1) ensure that the public segments grow in an orderly and efficient manner and that they meet the State's policy objectives for postsecondary education under the Master Plan, (2) ensure proper and timely review by the State of segmental plans based on clearly stated criteria, and (3) assist the segments in determining the procedures that need to be followed to prepare and implement their expansion plans.

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#### **Policy assumptions used in developing these guidelines**

The following six policy assumptions are central to the development of the procedures and criteria that the Commission uses in reviewing proposals for new campuses and off-campus centers:

1. It will continue to be State policy that each resident of California who has the capacity and motivation to benefit from higher education will have the opportunity to enroll in an institution of higher education. The California Community Colleges shall continue to be accessible to all persons at least 18 years of age who can benefit from the instruction offered, regardless of district boundaries. The California State University and the University of California shall continue to be accessible to first-time freshmen among the pool



of students eligible according to Master Plan eligibility guidelines. Master Plan guidelines on undergraduate admission priorities will continue to be (1) continuing undergraduates in good standing; (2) California residents who are successful transfers from California public community colleges; (3) California residents entering at the freshman or sophomore level; and (4) residents of other states or foreign countries.

2. The differentiation of function between the segments with regard to institutional mission shall continue to be as defined by the State's Master Plan for Higher Education.
3. The University of California plans and develops its campuses and off-campus centers on the basis of statewide need.
4. The California State University plans and develops its campuses and off-campus centers on the basis of statewide needs and special regional considerations.
5. The California Community Colleges plan and develop their campuses and off-campus centers on the basis of local needs.
6. Planned enrollment capacities are established for and observed by all campuses of public post-secondary education. These capacities are determined on the basis of statewide and institutional economies, community and campus environment, limitations on campus size, program requirements and student enrollment levels, and internal organization. Planned capacities are established by the governing boards of community college districts (and reviewed by the Board of Governors of the California Community Colleges), the Trustees of the California State University, and the Regents of the University of California. These capacities, as well as the statewide procedures for setting these capacities, are subject to review and recommendation by the Commission provided in California *Education Code* Section 66903.

## Projects subject to Commission review

The following types of projects are subject to review: new campuses and permanent off-campus centers, major off-campus centers in leased facilities, and conversion of off-campus centers to full-service campuses. The Commission may also review and comment on other projects consistent with its overall State planning and coordination role.

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## Schedule for the review of new projects

The following timelines are meant to allow a reasonable amount of time for Commission review of plans at appropriate stages in the process. The Commission can accelerate its review of the process if it so chooses.

Unless otherwise specified, all three public postsecondary segments should endeavor to observe these timelines when proposing construction of a major new project subject to Commission review under these guidelines:

1. Plans for new campuses and permanent off-campus centers should be made by the segmental governing boards following their adoption of a systemwide planning framework designed to address total statewide segmental long-range growth needs, including the capacity of existing campuses and centers to accommodate those needs, and the development of new campuses and centers. This planning framework should be submitted to the Commission for review and comment before proceeding with plans for location and construction of new campuses.
2. Segments are requested to defer the selection of specific sites for new campuses or permanent off-campus centers until such time as they have informed the Commission of their general plans for expansion and received a recommendation from the Commission to proceed with further expansion activity. No later than one year prior to the date the segment expects to forward a final proposal for a new campus or center to the Commission, or 18 months prior to the time when it hopes



the Commission will forward its final recommendation about the facility to the Governor and Legislature, it is requested to transmit a letter of intent to expand to the Commission. The letter of intent should include, at minimum, the following information for the new campus: (1) preliminary projections of enrollment demand by age of student and level of instruction, (2) its general location, and (3) the basis on which the segment has determined that expansion in this area at this time is a systemwide priority in contrast to other potential segmental priorities. Other information that may be available that will be required at the time of the final needs study (see below, item 1-4) may also be submitted at this time.

3. Once the "letter of intent" is received, Commission staff will review the enrollment projections and other data and information that serve as the basis for the proposed new campus. This review will be done in consultation with staff from the Demographic Research Unit in the State Department of Finance, which is the agency statutorily responsible for demographic research and population projections. If the plans appear to be reasonable, the Commission will recommend that the segments move forward with their site acquisition or further development plans. The Commission may in this process raise concerns with the segments about defects in the plans that need to be addressed in the planning process. If the Commission is unable to recommend approval of moving forward with the expansion plans, it shall so state to the segmental governing board prior to notifying the Department of Finance and the Legislature of its analysis and the basis for its negative recommendation. The Commission shall consider the preliminary plan no later than 60 days following its submission to the Commission.

4. Following the Commission's preliminary recommendation to move forward, the segments are requested to proceed with the final process of identifying potential sites for the campus or permanent off-campus center. If property appropriate for the campus or center is already owned by the segment, alternative sites to that must be identified and considered in the manner required by the California Environmental Quality Act. So as

to avoid redundancy in preparation of information, all materials that are germane to the environmental impact report process shall be made available to the Commission at the same time that it is made available to the designated responsible agencies.

5. Upon completion of the environmental review process and no more than six months prior to the time of expected final Commission approval of the proposed new campus, the segment shall forward the final environmental impact report for the site as well as the final needs study report for the campus or center to the Commission. The needs study report should address each of the criteria outlined below on which the proposal for the campus or center will be evaluated.
6. Once the Commission has received from the segment all materials necessary for evaluating the proposal, it shall certify the completeness of the application to the segment. The Commission shall take final action on proposals during the next six months. In reviewing the proposal, the Commission will seek approval of the enrollment projections by the Demographic Research Unit, unless the justification for expansion is primarily unrelated to meeting access demands. Once the Commission has taken action on the proposal, it will so notify both the Department of Finance and the Office of the Legislative Analyst.

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### Criteria for evaluating proposals

#### 1. *Enrollment projections*

1.1 For new facilities that are planned to accommodate expanded enrollments, enrollment projections should be sufficient to justify the establishment of the campus or off-campus center. For the proposed new campus or center, enrollment projections for each of the first ten years of operation, and for the fifteenth and twentieth years, must be provided. When an existing off-campus center is proposed to be converted to a new campus, all previous enrollment experience must also be provided.

As the designated demographic agency for the State, the Demographic Research Unit has lead responsibility for preparing systemwide and district enrollment projections, as well as projections for specific



proposals. The Demographic Research Unit will prepare enrollment projections for all Community College proposals, and either the Demographic Research Unit population projections or K-12 enrollment estimates must be used as the basis for generating enrollment projections in any needs study prepared by the University of California or the California State University. For the two University segments, the Commission will request the Demographic Research Unit to review and approve demographically-driven enrollment projections prior to Commission consideration of the final proposal, unless the campus or permanent center is justified on academic, policy, or other criteria that do not relate strictly to enrollment demand.

For graduate/professional student enrollment estimates, the specific methodology and/or rationale generating the estimates, an analysis of supply of and demand for graduate education, and the need for new graduate and professional degrees, must be provided.

1.2 Statewide enrollment projected for the University of California should exceed the planned enrollment capacity of existing University campuses as defined in their long-range development plans. If the statewide enrollment projection does not exceed the planned enrollment capacity for the system, compelling statewide needs for the establishment of the new campus must be demonstrated.

1.3 Statewide enrollment projected for the California State University system should exceed the planned enrollment capacity of existing State University campuses as defined by their enrollment ceilings. If the statewide enrollment projection does not exceed the planned enrollment capacity for the system, compelling regional needs must be demonstrated. In order for compelling regional needs to be demonstrated, the segment must specify how these regional needs deserve priority attention over competing segmental priorities.

1.4 Enrollment projected for a community college district should exceed the planned enrollment capacity of existing district campuses. If the district enrollment projection does not exceed the planned enrollment capacity of existing district campuses, compelling regional or local needs must be demonstrated. In order for compelling regional needs to be

demonstrated, the segment must specify how these regional needs deserve priority attention over others in the State.

1.5 Enrollments projected for community college campuses must be within a reasonable commuting time of the campus, and should exceed the minimum size for a community college district established by legislation (1,000 units of average daily attendance [ADA] two years after opening).

## 2. *Alternatives to new campuses or off-campus centers*

2.1 Proposals for a new campus or off-campus center should address alternatives to establishment of new institutions, including (1) the possibility of establishing an off-campus center instead of a campus; (2) the expansion of existing campuses; (3) the increased utilization of existing campuses, such as year-round operation; (4) the increased use of existing facilities and programs in other postsecondary education segments; and (5) the use of nontraditional modes of instructional delivery, such as telecommunication and distance learning.

2.2 A cost-benefit analysis of alternatives, including alternative sites for the campus or center must be articulated and documented.

## 3. *Serving the disadvantaged*

The campus or center must facilitate access for the economically, educationally, socially, and physically disadvantaged.

## 4. *Geographic and physical accessibility*

The physical, social, and demographic characteristics of the location and surrounding service areas for the new campus or center must be included. There must be a plan for student, faculty, and staff transportation to the proposed location. Plans for student and faculty housing, including projections of needed on-campus residential facilities, should be included as appropriate. For locations which do not plan to maintain student on-campus residences, reasonable commuting time for students must be demonstrated.

### 5. *Environmental and social impact*

The proposal must include a copy of the environmental impact report. To expedite the review process, the Commission should be provided all information related to the environmental impact report process as it becomes available to responsible agencies and the public.

### 6. *Effects on other institutions*

6.1 Other segments, institutions, and the community in which the campus or center is to be located should be consulted during the planning process for the new facility, especially at the time that alternatives to expansion are explored. Strong local, regional, and/or statewide interest in the proposed facility must be demonstrated.

6.2 The establishment of a new University of California or California State University campus or center must take into consideration the impact of a new facility on existing and projected enrollments in the neighboring institutions of its own and of other segments.

6.3 The establishment of a new community college campus must not reduce existing and projected en-

rollments in adjacent community colleges -- either within the district proposing the new campus or in adjacent districts -- to a level that will damage their economy of operation, or create excess enrollment capacity at these institutions, or lead to an unnecessary duplication of programs.

### 7. *Academic planning and program justification*

The programs projected for the new campus must be described and justified. An academic master plan, including general sequence of program plans and degree level plans, and a campus plan to implement such State goals as access, quality, intersegmental cooperation, diversification of students, faculty, administration and staff for the new campus, must be provided. The proposal must include plans to provide an equitable learning environment for the recruitment, retention and success of historically underrepresented students.

### 8. *Consideration of needed funding*

A cost analysis of both capital outlay estimates and projected support costs for the new campus or permanent off-campus center, and possible options of alternative funding sources, must be provided.





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## References

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Board of Governors of the California Community Colleges. *Long-Range Capital Outlay Growth Plan*. Sacramento: Chancellor's Office, January 1991a.

-- "Educational Center for the Lemoore and Hanford Area." Agenda Item 15, May 9-10, 1991b.

California Postsecondary Education Commission. *Inventory of Approved and Unapproved Community*

*College Centers*. Commission Report 84-38. Sacramento: The Commission, December 1984.

--. *Guidelines for Review of Proposed Campuses and Off-Campus Centers: A Revision of the Commission's 1982 Guidelines and Procedures for Review of New Campuses and Off-Campus Centers*. Commission Report 90-9. Sacramento: The Commission, January 1990. (reproduced in the appendix to this report)





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# CALIFORNIA POSTSECONDARY EDUCATION COMMISSION

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THE California Postsecondary Education Commission is a citizen board established in 1974 by the Legislature and Governor to coordinate the efforts of California's colleges and universities and to provide independent, non-partisan policy analysis and recommendations to the Governor and Legislature.

## Members of the Commission

The Commission consists of 17 members. Nine represent the general public, with three each appointed for six-year terms by the Governor, the Senate Rules Committee, and the Speaker of the Assembly. Six others represent the major segments of postsecondary education in California. Two student members will be appointed by the Governor.

As of August 1992, the Commissioners representing the general public are:

Helen Z. Hansen, Long Beach; *Chair*  
Henry Der, San Francisco; *Vice Chair*  
Mim Andelson, Los Angeles  
C. Thomas Dean, Long Beach  
Rosalind K. Goddard, Los Angeles  
Mari-Luci Jaramillo, Emeryville  
Lowell J. Paige, El Macero  
Tong Soo Chung, Los Angeles  
Stephen P. Teale, M.D., Modesto

Representatives of the segments are:

Alice J. Gozales, Rocklin; appointed by the Regents of the University of California;

Joseph D. Carrabino, Los Angeles; appointed by the California State Board of Education;

Timothy P. Haidinger, Rancho Santa Fe; appointed by the Board of Governors of the California Community Colleges;

Ted J. Saenger, San Francisco; appointed by the Trustees of the California State University; and

Harry Wugalter, Ventura; appointed by the Council for Private Postsecondary and Vocational Education.

The position of representative of California's independent colleges and universities is currently vacant, as are those of the two student representatives.

## Functions of the Commission

The Commission is charged by the Legislature and Governor to "assure the effective utilization of public postsecondary education resources, thereby eliminating waste and unnecessary duplication, and to promote diversity, innovation, and responsiveness to student and societal needs."

To this end, the Commission conducts independent reviews of matters affecting the 2,600 institutions of postsecondary education in California, including community colleges, four-year colleges, universities, and professional and occupational schools.

As an advisory body to the Legislature and Governor, the Commission does not govern or administer any institutions, nor does it approve, authorize, or accredit any of them. Instead, it performs its specific duties of planning, evaluation, and coordination by cooperating with other State agencies and non-governmental groups that perform those other governing, administrative, and assessment functions.

## Operation of the Commission

The Commission holds regular meetings throughout the year at which it debates and takes action on staff studies and takes positions on proposed legislation affecting education beyond the high school in California. By law, its meetings are open to the public. Requests to speak at a meeting may be made by writing the Commission in advance or by submitting a request before the start of the meeting.

The Commission's day-to-day work is carried out by its staff in Sacramento, under the guidance of its executive director, Warren H. Fox, Ph.D., who is appointed by the Commission.

The Commission issues some 20 to 30 reports each year on major issues confronting California postsecondary education, and it makes these publications available to the public while supplies last.

Further information about the Commission and its publications may be obtained from the Commission offices at 1303 J Street, Fifth Floor, Sacramento, CA 95814-2938; telephone (916) 445-7933.



# APPROVAL OF THE LEMOORE CENTER OF THE WEST HILLS COMMUNITY COLLEGE DISTRICT

## California Postsecondary Education Commission Report 92-19

ONE of a series of reports published by the Commission as part of its planning and coordinating responsibilities. Additional copies may be obtained without charge from the Publications Office, California Postsecondary Education Commission, 1303 J Street, Fifth Floor, Sacramento, California 95814-2936.

Recent reports of the Commission include:

**92-4** Prospects for Long-Range Capital Planning in California Public Higher Education: A Preliminary Review. A Staff Report to the California Postsecondary Education Commission (January 1992)

**92-5** Current Methods and Future Prospects for Funding California Public Higher Education: The First in a Series of Reports on Funding California's Colleges and Universities into the Twenty-First Century (March 1992)

**92-6** Commission Comments on the Systems' Preliminary Funding Gap Reports: A Report to the Legislature and the Governor in Response to Supplemental Report Language of the 1991 Budget Act (March 1992)

**92-7** Analyses of Options and Alternatives for California Higher Education: Comments by the Staff of the California Postsecondary Education Commission on Current Proposals for Change in California's Public Colleges and Universities (March 1992)

**92-8** Faculty Salaries in California's Public Universities, 1992-93: A Report to the Legislature and Governor in Response to Senate Concurrent Resolution No. 51 (1965) (March 1992)

**92-9** Fiscal Profiles, 1992: The Second in a Series of Handbooks about the Financing of California Postsecondary Education (March 1992)

**92-10** Student Profiles, 1991: The Second in a Series of Annual Factbooks About Student Participation in California Higher Education (March 1992)

**92-11** Meeting the Educational Needs of the New Californians: A Report to Governor Wilson and the California Legislature in Response to Assembly Concurrent Resolution 128 (1990) (March 1992)

**92-12** Analysis of the 1992-93 Governor's Budget: A Staff Report to the California Postsecondary Education Commission (March 1992)

**92-13** Postsecondary Enrollment Opportunities for High School Students: A Report to the Legislature and the Governor in Response to Chapter 554, Statutes of 1990 (June 1992)

**92-14** Eligibility of California's 1990 High School Graduates for Admission to the State's Public Universities: A Report of the 1990 High School Eligibility Study (June 1992)

**92-15** Progress of the California Science Project: A Report to the Legislature in Response to Chapter 1486, Statutes of 1987 (June 1992)

**92-16** Supplemental Report on Academic Salaries, 1991-92: A Report to the Governor and Legislature in Response to Senate Concurrent Resolution No. 51 (1965) and Supplemental Language to the 1979 and 1981 Budget Acts (August 1992)

**92-17** A Framework for Statewide Facilities Planning: Proposals of the California Postsecondary Education Commission to Improve and Refine the Capital Outlay Planning Process in California Higher Education (August 1992)

**92-18** Guidelines for Review of Proposed University Campuses, Community Colleges, and Educational Centers: A Revision of the Commission's 1990 *Guidelines for Review of Proposed Campuses and Off-Campus Centers* (August 1992)

**92-19** Approval of the Lemoore Center of the West Hills Community College District: A Report to the Governor and Legislature in Response to a Request from the Board of Governors to Recognize the Center as the Official Community College Center for the Lemoore/Hanford Area of Kings County (August 1992)

**92-20** Commission Comments on the Systems' Final Funding Gap Reports: A Second Report to the Legislature and the Governor in Response to Supplemental Report Language of the 1991 Budget Act (August 1992)

**92-21** Services for Students with Disabilities in California Public Higher Education, 1992: The Second in a Series of Biennial Reports to the Governor and Legislature in Response to Assembly Bill 746 (Chapter 829, Statutes of 1987) (August 1992)

**92-22** Exchanging Students with Eastern Europe: Closing a Half-Century Learning Gap: A Report to the Governor and Legislature in Response to Assembly Concurrent Resolution 132 (Resolution Chapter 145, Statutes of 1990) (August 1992)

**92-23** 1992-93 Plan of Work for the California Postsecondary Education Commission: Major Studies and Other Commission Activities (August 1992)



# LEMOORE CHAMBER

2016 Annual Report



*"Protecting & Securing Lemoore's Future"*





# CHAMBER MISSION

To be the leader in our community for building sustainable economic growth, advocating for a pro-business climate and enhancing Lemoore's working relationships with NASL, City, Education, Tourism, Business & Agricultural Interests.



# Annual Report 2016



296  
Members  
17% increase



42  
NEW  
Members

94%  
Retention  
Rate



## WE REPRESENT



175 SMALL BUSINESSES – 20 employees or less

47 NON-PROFITS

21 AG INDUSTRY/FARMS

18 MID-LARGE SIZE BIZ

14 BANKS/EDU/UTILITIES

11 CIVIC MINDED INDIV.



80%

of consumers are more likely  
to patronize a chamber  
member than a nonmember.

## BY THE NUMBERS...

19 Ribbon Cuttings 18 Community Events

3 New Chamber Programs 12 Business Seminars

1,350 Networking Event Attendees

608 E-News Subscribers

5,000  
Directories  
Distributed

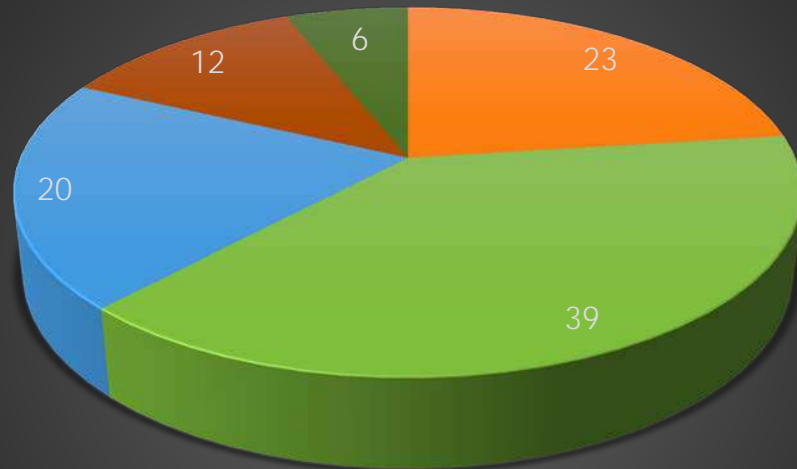


Over 15,000 Social Media Followers



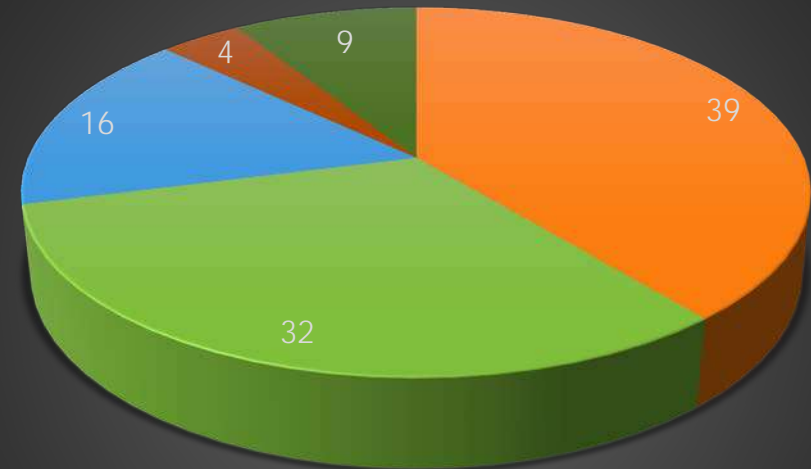
# 2016 FINANCIALS

## Income



- Membership - 23%
- City Agreement 20%
- Other - 6%
- Events/Programs - 39%
- Property Management - 12%

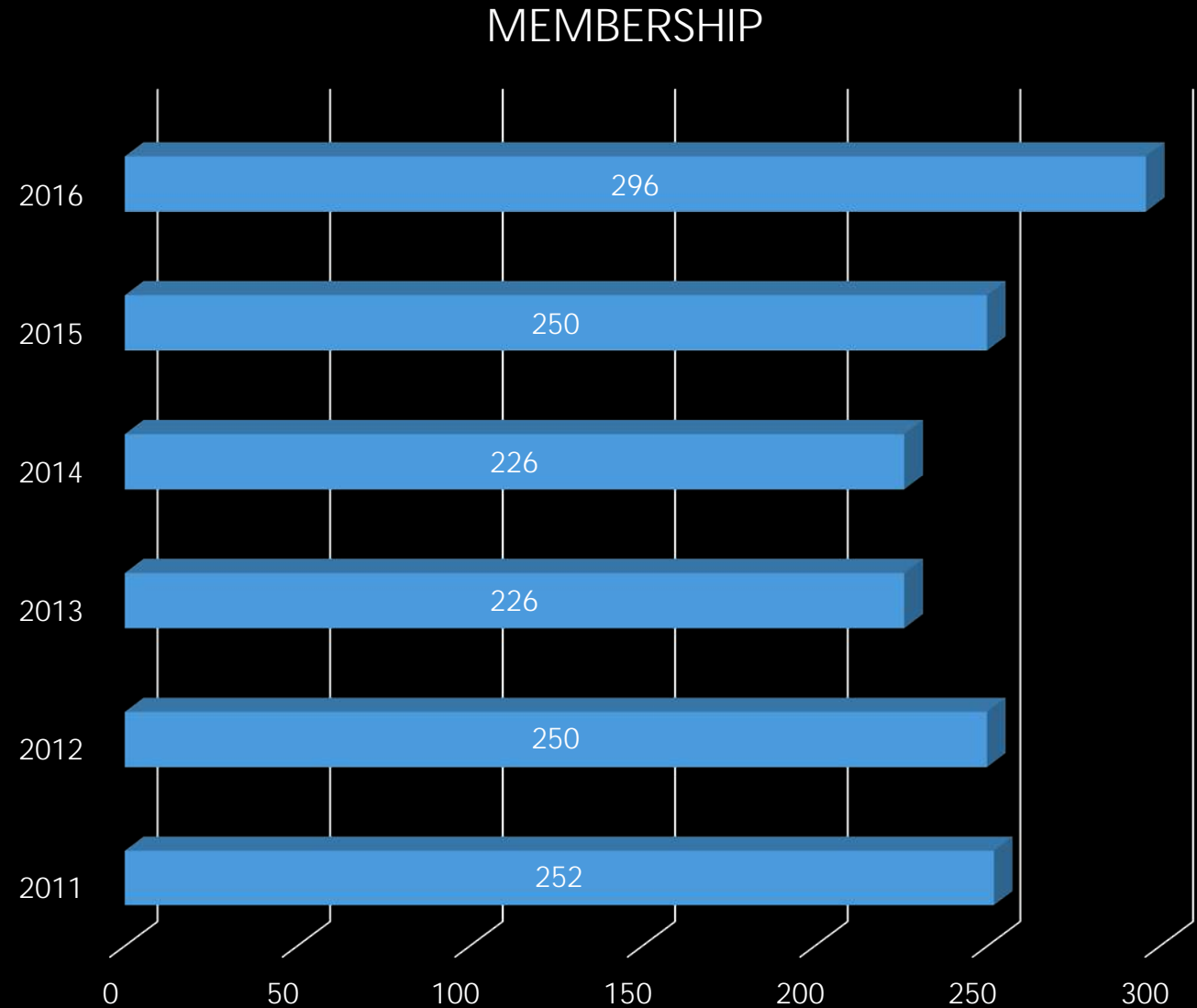
## Expense



- Payroll/Employees - 39%
- Office/Insurance - 16%
- Other - 9%
- Events/Programs - 32%
- Property Management - 4%

2016 P&L Net Income: -\$2,153.79

17% Increase  
42 New Members  
94% Retention Rate  
Rep. Approx. 6,250 JOBS  
175 Small Businesses  
47 Non-Profits  
21 Ag Industry/Farms  
18 Mid-Large Businesses  
14 Banks/Educ./Utilities  
11 Civic Minded





# BUSINESS ADVOCACY & SUSTAINABLE ECONOMIC GROWTH

## Provide Resources, Services & Advocacy

- Member Media Mondays
- 1-on-1 Personalized Online Marketing Solution Sessions
- Distribution of 5,000 Business Directories & Developing New Website
- Certificates of Origin & Discounted Printing/Copying
- Free Advertising to Members
- Opposed Increased Minimum Wage, DOL Overtime Rule, Ag Overtime Bill & SB 899
- Senator Vidak Small Business Group Discussion
- US Chamber & CalChamber Conference Calls Monthly
- Conference Call w/ US President regarding Small Business Development
- **Developing:** Increase in GS Locality Pay Proposal to US OPM

## Provide Networking Opportunities

- Chamber Ambassador Program
- **17 Business Networking Events** : 10 Luncheons, 4 Mixers, 2 Banquets (Installation & Awards Banquet & Salute to Ag Banquet) & 1 Business Expo
- **13 Community Events** : Central Valley Pizza Festival, 10 Rockin' the Arbor Summer Concert Series, Holiday Stroll & Christmas Parade
- 19 Ribbon Cuttings

## Provide Business Building Programming

- **12 Business Seminars:** Quickbooks, Personal Defense, Google My Business, Active Shooter Training, Alcohol & Beverage Control Training, New Labor Laws, Board of Equalization Laws, Social Media Training, Charitable Business Contributions, Employee Health & Wellness, Employee Financial Health & Victim Services
- Shop Small Business Saturday Program
- **Developing:** Agri-tourism Program w/ KCFB, Kings County Young Professionals Network w/ multiple partners & Veterans/Military Business Discount Program w/ Kings Co. Vets. Services

# BUILD STRONG WORKING RELATIONSHIPS

## Promote Vibrant, Connected Community

- 13 Community Events
- Staff tends to Approx. 2,000 phone calls/referrals & Approx. 200 Walk-Ins Monthly
- Partnered w/ Lincoln Military Housing on events to draw military families into the community
- Generated 35 Featured News Stories, which highlighted the Chamber & Important Business Issues
- 5 On-Air TV Interviews & 3 Live Radio Broadcasts from Lemoore
- Ticket Sales for Non-Profits
- Participated in General Plan Update Meetings & Cross Valley Rail Meetings
- Developed T.O.T. Increase Campaign w/ City & Local Hoteliers

## Strong Connections w/ Government

- Candidate Workshop Series
- Candidate Forum
- Assisted w/ Government Contracting Workshop
- Community Stakeholder Representative for T.U.P.
- Bi-weekly meetings w/ City Manager & City Council Meetings
- Chamber as Mobile Office Site for Elected Officials
- Co-Founder of the San Joaquin Valley Chambers Coalition
- Community Services Director Interview Panelist
- City Department Directors Vision, Mission & Values Meeting Facilitator

## Promote Ed. Excellence & Youth Entrepreneurship

- Lemoore Young Entrepreneurs Academy
- Senior Exit Interview Day Participants
- Recognition of 39 Local Students of the Month @ Chamber Luncheons
- Highlight exceptional student accomplishments in Chamber news & social media



# STAFF COMMUNITY INVOLVEMENT


- **Representation on Committees & Boards**
  - Kings County Employers Advisory Council
  - San Joaquin Valley Chambers Coalition
  - WHCL Bond Oversight Committee
  - Friends of NAS Lemoore
  - LUHSD Facilities Master Plan Committee
  - DMAC Liaison
  - Kings County Economic Development Corporation
  - Sarah A. Mooney Museum Board
- **Additional Volunteerism**
  - Kings County Farm Day
  - Service Club Events
  - International Ag Show
  - Lemoore Christian Aid
  - God's Bread Box
  - Senior Center

ONE OF THE  
GREATEST GIFTS  
YOU CAN GIVE IS  
YOUR TIME

#VOLUNTEER








Home - Lemoore Cham...

www.lemoorechamberofcommerce.com



Member Login

Contact Us



Site Search

DIRECTORY

THE CHAMBER


MEMBER CENTER

VISITORS

EVENTS


PROGRAMS


WHAT'S NEW




Lemoore Chamber of Commerce  
"Protecting & Securing Lemoore's Future"


It is the mission of the Lemoore Chamber of Commerce to be the leader in our community for building sustainable economic growth, advocating for a pro-business climate and enhancing Lemoore's working relationships with Naval Air Station Lemoore, City, Education, Tourism, Business & Agricultural interests.

Directory


Events

News

Weather

Hot Deals

www.lemoorechamberofcommerce.com/#



8:20 AM  
3/3/2017



Becoming More Data  
Driven for the Public:  
Will post data on  
website

# Downtown Businesses

## RETAIL

Grocery/Small Markets	4
Gas Stations	3
Additional Retail	26

**28% of  
Downtown**

## POINT OF SERVICE

Financial Institutions	3
Restaurants/Bars	14
Service Providers/Prof. Offices	66

**72% of  
Downtown**

# Lemoore Restaurants

**85 %  
Fast Service**

Mexican	14
American/Bar & Grill	15
Asian	7
Pizza	6
Donuts/Coffee/Frozen Yogurt	4

# Vacancy Opportunities

Vacant Storefront Downtown	14
Additional Vacant Storefronts City-Wide	16

### 2017 Executive Officers



#### Chairman

William A. Parry – Hammerschmidt Broughton  
Law Firm



#### Vice Chairman

Amy Ward - Tree Frog Print Shop



#### Chairman-Elect

Johnny Perez - Best Buy Market/IGA



#### CFO

Jody Ruble - West Hills College Lemoore



#### Past Chairman

Frances Perkins – Best Western Inn & Suites

### 2017 Directors

Deanna Patterson  
Tachi Palace Hotel & Casino



Dustin Fuller  
Tulare Lakes Drainage District



Victor Rosa  
Lemoore Union High School District



Michele Costa Ruble  
DaCosta Farms



Grace Parreira  
Blue Door Massage & Spa



Sunny Law  
Sushi Table Asian Bistro



TBD

### Ex-Officio Liaisons

Marlane Brown - NAS Lemoore  
Andi Welsh - City of Lemoore  
TBD - Lincoln Military Housing

### Chamber Staff



#### Chief Executive Officer

Jenny MacMurdo  
[ceo@lemoorechamber.org](mailto:ceo@lemoorechamber.org)



#### Events Director/Office Manager

Brenda Martin  
[events@lemoorechamber.org](mailto:events@lemoorechamber.org)



#### Membership Director/ YEA Program Manager

Brittany Reece  
[staff@lemoorechamber.org](mailto:staff@lemoorechamber.org)



## Follow Us!





## Advocacy

City Planning Commission: Voice of Business in regards to ordinance issues & city signage

SBA Small Business Meeting with Assemblyman Rudy Salas

State Assembly Judiciary Committee Hearing Testimony re: AB 150

In progress: Raising 'Locality Pay' for NASL Federal Employees

## New Members

18 New Members, Representing Approx. 40 jobs + Local Organizations & Youth Programs

## Board Change

New Board Vice Chair: Grace Parreira, Co-Owner -Blue Door Massage & Spa

## Community Events

Annual Chamber Installation & Awards Banquet: *Honoring Citizen of the Year – Bill Black, Business of the Year – Family Eye Care, & Organization of the Year – LPD Community Outreach Programs*

17<sup>th</sup> Annual Central Valley Pizza Festival

## Programming

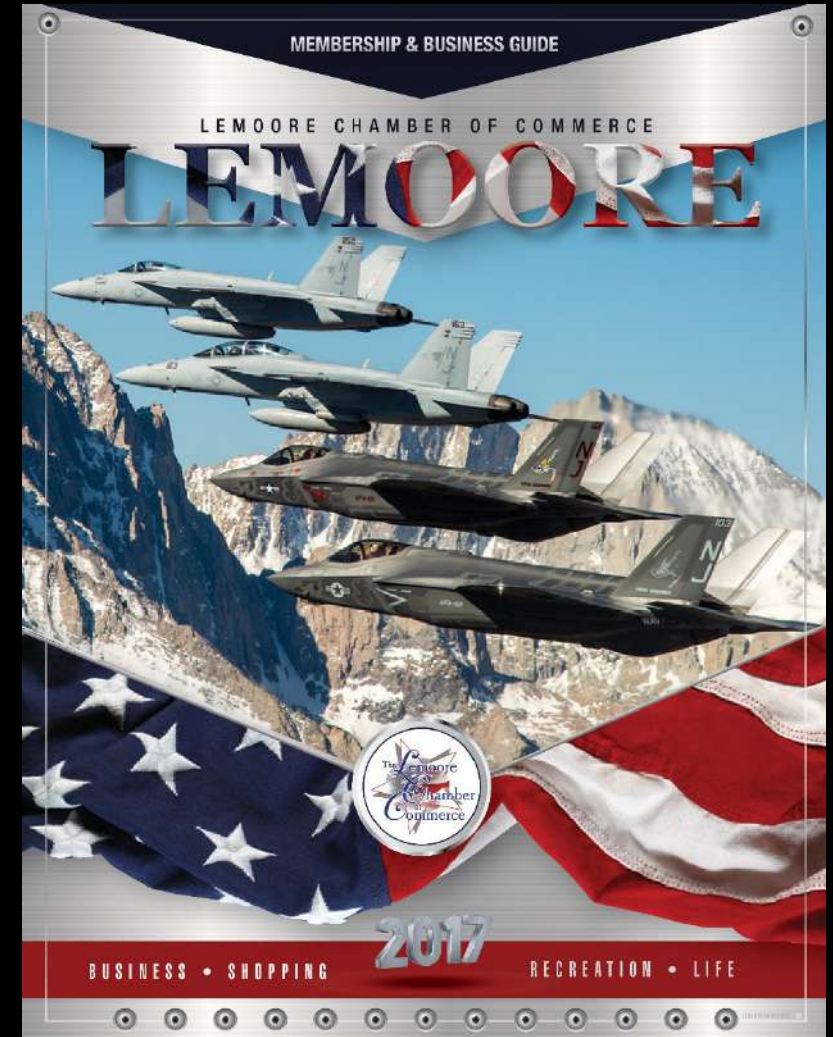
Young Entrepreneurs Academy: 4 students successfully pitched at Investor Panel. Saylor Lopez, Sophomore, will travel to NY to compete at Saunders Competition



NEW! Kings Young Professionals/KYPS Formed & Hosting first Mixer in May

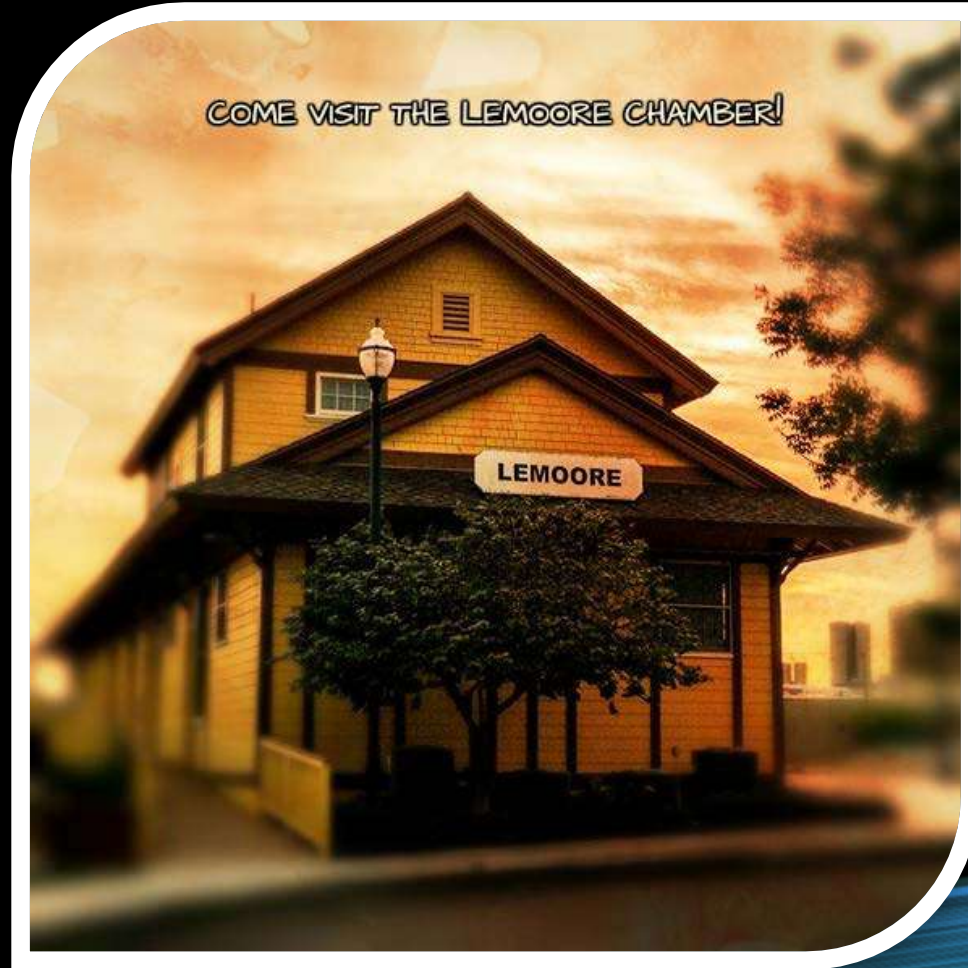
In Progress: Military/Veterans Business Discount Window Decals

## 2017 SO FAR...



SINCERELY,

Lemoore Chamber of Commerce





City Council Statement, 05/02/2017

Thomas Reed

1060 Par Avenue, Lemoore

817-7234

Mayor, Council Members:

So, we finally have a resolution of the placement of the Lemoore City Manager on PAID administrative leave for about 4 months. And, of course, like too many government decisions at many levels in this country, we the public will never know the details.

These situations leave us with many questions, and very few answers.

But let me make a feeble attempt to offer one possible scenario.

During the City Manager's tenure in Lemoore the Council had nothing but open praise toward the City Manager and staff.

For some unknown reason before last November's election the Council agreed to modify the employment contract with the City Manager to include a provision that she could not be fired within 6 months of the sitting of new Council Members. Why would this even be necessary?

Then in January the City Manager was placed on PAID administrative leave, which lead to "closed door negotiations" following each Council Meeting.

Finally, the City Manager resigns with the provision that neither the City Manager nor the City Council could legally disclose the reason for the resignation, and of course, the now Former City Manager leaves with a payout of over \$152,000 of our tax monies.

This is my take: something happened before the election that caused the City Council to want to part ways with the City Manager. Evidently there may not have been enough "evidence" to legally terminate the City Manager for cause.

Therefore, a ruse was concocted whereby at the end, the City Council and City Manager could part ways thereby protecting the actions of both. So, the ruse has now been completed.

The fallout to this was the Lemoore Police Chief was required to fulfill the requirements of 2 jobs, which caused him to pay less attention to the protection of the Lemoore citizenry and property. And, the now Former City Manager received 4 months paid vacation in addition to the aforementioned \$152,000.

This is pure speculation, but I suspect there are elements of truth to at least some of it.

Let's see, \$152,000: That could be a new traffic signal, 2-3 new squad cars for the police department, or some needed street maintenance.

A handwritten signature in black ink that reads "Thomas R. Reed". The signature is written in a cursive, flowing style with a large, prominent 'T' and 'R'.



# **General Plan Amendment No. 2017-01 and Change of Zone No. 2017-01**

**City Council Hearing - May 2, 2017**





## **General Plan Amendment No. 2017-01 and Change of Zone No. 2017-01**

- ▶ Requested by John Gibson
- ▶ 358 F Street
- ▶ Gibson Gates and Fencing Systems
- ▶ Current zoning makes the site legal nonconforming – new buildings not allowed

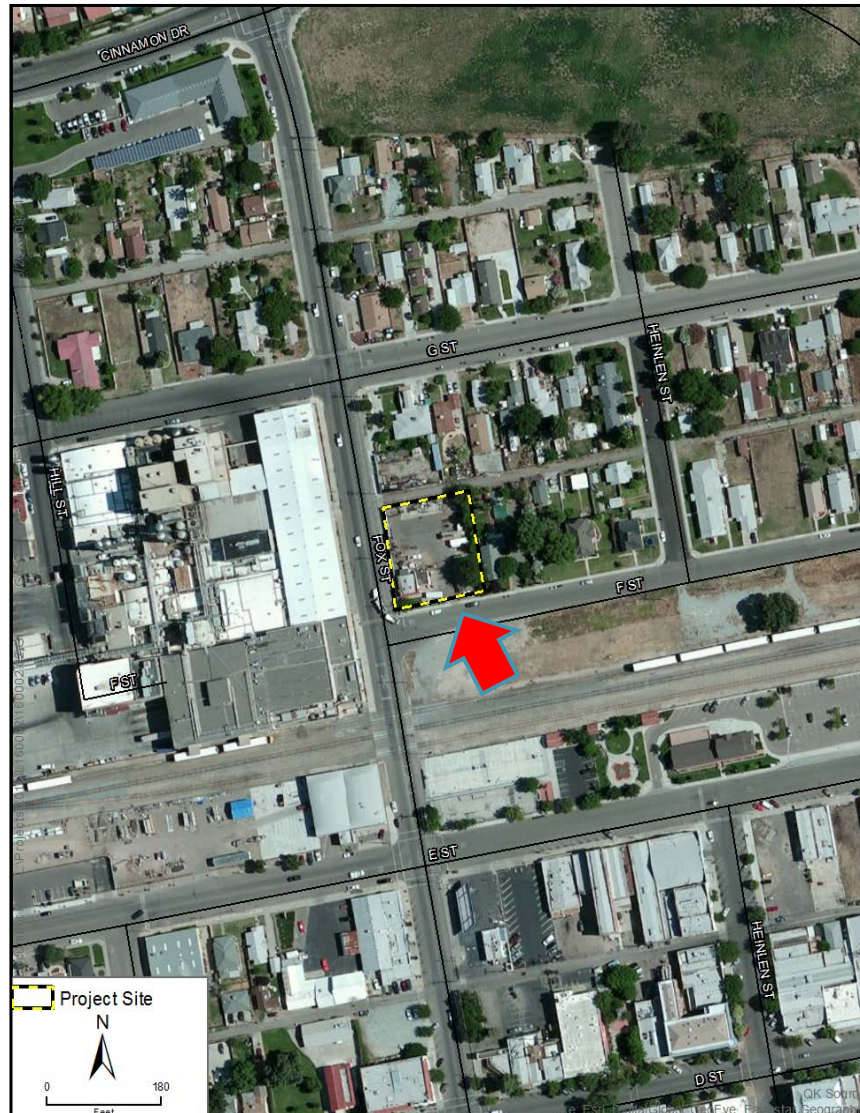


## **General Plan Amendment No. 2017-01 and Change of Zone No. 2017-01**

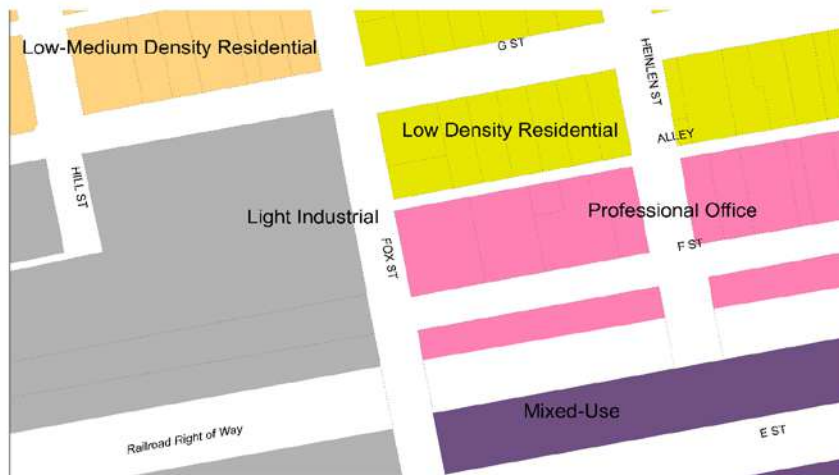
- ▶ Change General Plan land use designation from Professional Office to Light Industrial
- ▶ Change zoning from DMX-3 to ML
- ▶ Proposed zone would allow new building



## General Plan Amendment No. 2017-01 and Change of Zone No. 2017-01



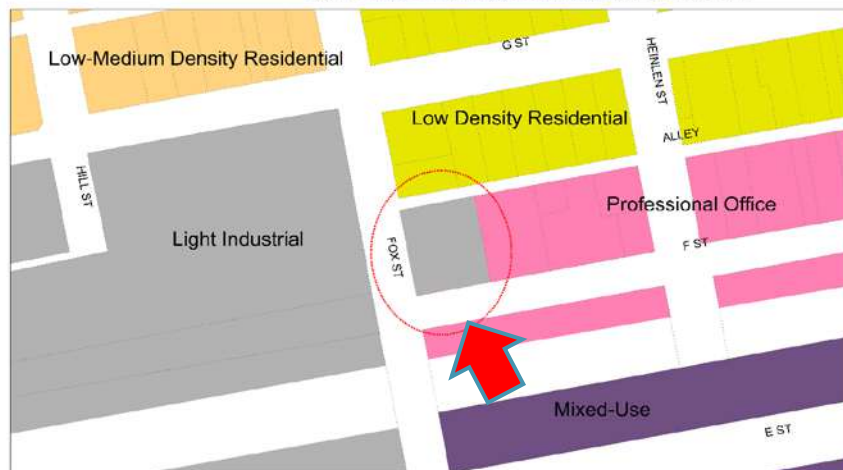
## General Plan Amendment No. 2017-01 and Change of Zone No. 2017-01



**BEFORE GENERAL PLAN AMENDMENT**



**AFTER GENERAL PLAN AMENDMENT**







## **General Plan Amendment No. 2017-01 and Change of Zone No. 2017-01**

- ▶ **Planning Commission**  
Recommendation: Approve the General Plan Amendment and the first reading of the Ordinance changing the zoning
- ▶ **CEQA: General Rule Exemption**



# **Zoning Text Amendment No. 2016-03**

**City Council Hearing - May 2, 2017**



# Zoning Ordinance Text Amendments

- ▶ All proposed changes initiated by Staff based on previous experiences or desire to be proactive
- ▶ No development projects waiting on changes

# 1. Outdoor Commercial BBQ

- OUTDOOR COMMERCIAL BARBEQUE: An outdoor facility at an approved location for cooking food for commercial sale directly over hot coals, fire, or other method approved by the County Health Department.

Land Use/ Zoning District	Residential Zoning Districts							Special Purpose Zoning Districts	Mixed Use Zoning Districts				Office, Commercial, And Industrial Zoning Districts						
	A R	R V L D	RL D	R N	RL M D	R M D	R H D	W	A G	P R	C F	D M X - 1	D M X - 2	D M X - 3	M U	N C	RC	P O M L	M H
<u>Outdoor commercial barbeque</u>										<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>		<u>A</u>	<u>A</u>	<u>A</u>		



## 2. Vaping Shops

SMOKE OR VAPE SHOP: An establishment that either devotes more than fifteen percent (15%) of its total floor area to smoking, vaping, drug, and/or tobacco paraphernalia, or devotes more than a ten foot by five foot (10' x 5') (2 feet in depth maximum) section of shelf space for display for sale of smoking, vaping, drug, and/or tobacco paraphernalia.

## 3. Second Dwelling Units

A. Purpose And Applicability: This section applies to accessory ~~second~~ dwelling units within the city. Accessory ~~Second~~ dwelling units are permitted upon issuance of an administrative use permit in the agricultural and residential zoning districts subject to the standards of this section. The purpose of this section is to regulate accessory ~~second~~ dwelling units in residential zoning districts and on residential property consistent with state law. Implementation of this section is intended to expand housing opportunities for low income and moderate income or elderly households by increasing the number of rental units available within existing neighborhoods while maintaining the primarily single-family residential character of the area.

B Development Standards: Pursuant to Government Code section 65852.2, accessory dwelling ~~second~~ units shall be permitted on agricultural and residential parcels when the following conditions are met:

1. ~~Second units shall only be located on lots with an area of five thousand (5,000) square feet or larger.~~ The parcel contains an existing single-family dwelling.



## 3. Second Dwelling Units

~~2. Second units shall be compatible with the architectural style, materials, and colors of the primary dwelling unit.~~

~~3~~2. No more than one accessory dwelling ~~second~~ unit shall be allowed per parcel.

~~4~~3. The property owner shall occupy either the primary unit or accessory dwelling ~~second~~ unit. The property owner shall record a declaration acknowledging owner occupancy, recorded with the property as a condition of the administrative permit.

~~5~~4. An accessory dwelling ~~A second~~ unit shall not exceed:

a. ~~Thirty percent (30%)~~ Fifty percent (50%) of the existing living area of the primary dwelling when attached to the primary dwelling. For purpose of this standard, "living area" shall mean the interior habitable area of a dwelling unit, including basements, attics, bedrooms, kitchens, living room, etc. It does not include a garage or any accessory structure; or

b. One thousand two hundred (1,200) square feet when detached from the primary dwelling.

### 3. Second Dwelling Units

~~65.~~ Building setbacks for attached accessory dwelling ~~second~~ units shall comply with all required building setbacks for the primary dwelling unit.

~~76.~~ The maximum height of a detached accessory dwelling ~~second~~ unit shall not exceed the height of the primary dwelling unit.

~~87.~~ No accessory dwelling ~~second~~ unit may be sold separately from the primary dwelling unit.

~~9.~~ ~~Second dwelling units are not permitted within planned unit development (PUD) overlay zoning districts unless specifically authorized by the overlay zoning district.~~

Land Use		Minimum Required Parking Spaces
Residential and overnight stay uses:		
	Caretaker housing	1 per bedroom
	Child daycare facility - family daycare home, large	1 additional beyond dwelling
	Child daycare facility - family daycare home, small	0 additional beyond dwelling
	Dwelling, multi-family - studio and 1 bedroom units	1.5 per unit
	Dwelling, multi-family - 2 or more bedrooms	2 per unit
	Dwelling, <del>second</del> <u>accessory</u> unit	No additional beyond primary dwelling



## 4. Manufactured Homes

The provisions of this section shall apply to all mobile homes and manufactured homes not located in an approved mobile home park:

A. No mobile home or manufactured home shall be installed that was manufactured more than ten (10) years from the date of application for a building permit for installation.

B. All manufactured homes shall meet the following site or architectural standards:

1. Garages and Carports. A minimum of a one-car garage or carport shall be provided for every manufactured house. The parking requirements of Chapter 5, Article E shall also apply.

2. Minimum Width and Floor Area. The width and floor area of a manufactured housing unit shall be at least eighty (80) percent of the average of other adjacent residences in the zone district in which it is located.

3. Roof Overhangs. All manufactured housing units and garages shall have a pitched roof with a minimum sixteen (16) inch roof overhang on each of the perimeter walls such that the overhang is architecturally integrated into the design of the dwelling unit.

## 4. Manufactured Homes

4. Roofing Materials. All manufactured housing units and garages and carports located on the lot shall have a roof constituted of asphalt composition, clay, tile, concrete or metal tile or panels, slate or built-up asphaltic-gravel materials.

5. Siding Materials. All manufactured housing units and garages located on the lot shall have similar exterior siding materials consisting of wood, masonry, concrete, stucco, Masonite, or metal lap. The exterior siding material shall extend to the ground level, except that when a solid concrete or masonry perimeter foundation is used, the siding material need not extend below the top of the foundation.

6. Foundations. All manufactured housing units and garages and carports shall be placed on a permanent foundation which meets the applicable building code requirements and/or the provisions of Section 18551 of the State Health and Safety Code such that the floor elevation of the dwelling is reasonably compatible with the floor elevations of the surrounding dwelling units.

7. Utility connections. The mobile home electrical, gas, water and drain connections shall be made permanent in a manner applicable to permanent buildings. Gas shut-off valves, meters and regulators shall not be located beneath the manufactured homes.



## 4. Manufactured Homes

8. Deviations. The community development department may approve deviations from one or more of the standards of this subsection on the basis of a finding that the architectural style proposed provides compensating design features and that the proposed dwelling will be compatible and harmonious with existing structures in the vicinity.

C. Surrender of Registration. Subsequent to applying for a building permit, and prior to the occupancy of a mobilehome or manufactured home on a permanent foundation, a certification of occupancy is to be issued by the building official pursuant to Section 18551 of the State Health and Safety Code. Thereafter, any vehicle license plate, certificate of ownership, and certificate of registration issued by a state agency shall be surrendered back to the issuing state agency. Any mobile/manufactured home on a permanent foundation shall bear a state insignia or federal label pursuant to Section 18550 of the State Health and Safety Code.

## 5. Shopping Carts

A. Retail uses established after April 1, 2017, that provide more than ten (10) shopping carts shall install and maintain disabling devices on all carts that prevent the use of the carts off the premises. This requirement shall be applicable in all zone districts, and shall be in addition to the requirements in Chapter 5 of Title 4 of the City Municipal Code.

B. A shopping cart shall be defined per Section 4-5-2.



## 6. Freestanding Signs Downtown

Sign Type	Development Standards		
	Maximum Number Permitted	Maximum Area	Maximum Height
Downtown mixed use districts (DMX-1, DMX-2, DMX-3):			
Building attached signs	No maximum	2 square feet/1 linear foot on primary frontage and 1.5 square feet/1 linear foot on secondary frontage; maximum 100 square feet per sign and 200 cumulative square feet per establishment	Roofline
<u>Freestanding signs</u>	<u>Non-residential uses only: 1 per site</u>	<u>20 square feet</u>	<u>4 feet</u>

## 7. Paved Surfaces in Front Yards

6. Parking may be provided within the front and street side yard setback, as follows:

a. Vehicle parking (including driveways) in residential areas shall be provided on permanent paved surfaces.

b. ~~No more than fifty percent (50%) of a front yard area shall be covered with permanent paved surfaces.~~ Permanent paved surfaces in the front yard area shall be limited to a maximum 5-foot wide walkway to the front door of the residence, a driveway that no wider than the width of the garage or carport, and an area between the driveway and closest interior lot line that is no wider than 12 feet wide. Sites without a garage or carport are limited to a driveway-type parking area in the front yard area that is a maximum 20 feet wide.



## 8. Flags and Flagpoles

c. Flags, provided they meet the ~~following requirements:~~ requirements in Section 9-5F-4B-10.

~~(1) Flagpoles shall be located a minimum of ten feet (10') from the public right of way.~~

~~(2) The maximum height for flagpoles is twenty five feet (25').~~

~~(3) The maximum size for any one flag is twenty five (25) square feet.~~

### 9-5F-4: DESIGN STANDARDS FOR SIGNS:

B. Design Standards For Specific Sign Types: In addition to the general sign design requirements in subsection A, "General Sign Design Requirements", of this section, the following requirements shall apply to the specific sign types:

10. Flags and flagpoles. Flagpoles may be mounted on the ground, a roof, or a building wall. Ground-mounted flagpoles shall not be located within any required side or rear yard setback areas. Flags and flagpoles shall also meet the following size standards:

## 8. Flags and Flagpoles

- a. Ground-mounted flagpoles located in the RC, ML, or MH zones shall have a maximum height of fifty (50) feet or a maximum height equal to twice the distance from the base of the pole to the closest lot line, to a maximum of one hundred (100) feet, whichever is greater.
- b. Ground-mounted flagpoles located in the AR, RVLD, RLD, RN, RLMD, RHD, W, AG, PR, or DMX-3 zones shall have a maximum height of thirty (30) feet, mounted on the ground.
- c. Ground-mounted flagpoles located in the DMX-1, DMX-2, MU, CN, PO, or CF zones shall have a maximum height of fifty (50) feet.
- d. Roof-mounted flagpoles shall have a maximum height of thirty (30) feet in the RC, ML, MH, DMX-1, DMX-2, MU, CN, PO, or CF zones and a maximum height of ten (10) feet in the AR, RVLD, RLD, RN, RLMD, RHD, W, AG, PR, or DMX-3 zones, as measured from the point of attachment to the building to the top of the flagpole.
- e. The maximum width (hoist) of an individual flag on a ground-mounted or roof-mounted flagpole shall be equal to 20% of the height of the flagpole upon which it is located. The maximum length (fly) of an individual shall be twice the allowed width (hoist.)



## 9. Homeowner's Associations and Public Facilities Maintenance Districts

A. Tentative Map Approval and Conditioning: The planning commission shall approve the tentative map as provided in title 8, chapter 7, "Land Division", of this code. The tentative map shall be conditioned such that the subdivider agrees to participation in any public facilities maintenance district(s) required by the city. Public facilities maintenance districts(s) shall be required even when some or all facilities will be maintained by a homeowner's association.

# 10. Big Box Store Design Standards

The following standards shall apply to all general retail, warehouse club retail, and other retail stores over 50,000 square feet in size.

A. Allowed treatments:

1. Architectural elements shall be incorporated into the facades of the building creating visual interest and achieving compatibility within the design of the surrounding commercial structures.
2. Building forms shall be designed to create visual interest on all sides of the structure and the architectural concept shall be consistent on all sides of the building.
3. Second and third story volumes shall be stepped, sloped or grouped with one-story volumes to reduce the apparent mass to human scale.
4. Entries to individual building and public spaces between buildings, shall be emphasized with highlighted massing and articulated roof forms.
5. Building facades shall be recessed or projected at a minimum of every sixty feet.



## 10. Big Box Store Design Standards

6. The building height/roof pitch shall be varied.

7. Building facade colors shall be earth-toned, muted colors. Building trim may be accented with brighter and contrasting colors.

8. Where appropriate, courtyards and/or outdoor seating areas shall be incorporated into the site plan design.

B. Prohibited treatments.

1. The following architectural elements and treatments are prohibited:

a. Large scale uninterrupted walls, not otherwise articulated by form fenestration, or materials;

b. Massive building elements, such as timber beams and/or columns that are out of scale with the architectural style;

c. False facades and other applied ornamentation unrelated to the rest of the building or structure;

d. High contrast color, brightly colored glazed tile or highly reflective surfaces; and

e. Bold application of colors such as stripes, accents, or super graphics.

## 10. Big Box Store Design Standards

2. Use of the following materials is prohibited:

a. Heavy textured stucco, such as Spanish lace, swirl, or heavy trowel;

b. Vinyl, corrugated metal or aluminum siding;

c. Common plywood or masonite siding;

d. Standard concrete block;

e. Rustic materials utilized as primary wall surfaces and dark earth tone colors; and

f. Over application of bright accents or trim colors.

C. Building Entrance: Commercial structures subject to this Section shall provide customers with at least two building entrances in order to encourage greater distribution of parking activity. Additional entrances can be located at one of the two sides of the building and/ or the rear of the building. If multiple entries are not practical the structure shall have the appearance of having two entries and in this regard the distinction between the front and rear of the structure shall be blurred through the application of similar architectural treatments.



## 10. Big Box Store Design Standards

D. Pedestrian Linkage. The site plan shall reflect and facilitate safe pedestrian access linking the building to sidewalks adjacent to project street(s).

At least five (5) percent of the total interior area devoted to parking shall be landscaped.

A landscaped area shall be provided at a minimum of every eight (8) parking spaces.

Landscaping shall be provided at the building entrance between the parking lot and the front of the building.

E. Property Maintenance. Commercial properties supporting a big box store as defined by this Section, whether occupied or vacant, shall be maintained so that the structure and surrounding property are not allowed to fall into a state of deferred maintenance and neglect. This includes the building exterior, parking lot maintenance and landscaping on the property.

# **Zoning Text Amendment No. 2016-03**

- ▶ Planning Commission Recommendation: Approval
- ▶ CEQA: General Rule Exemption

City of Lemoore  
City Council  
May 02, 2017

CAPT David James  
NAS Lemoore  
Commanding Officer

Ref Item 5-1



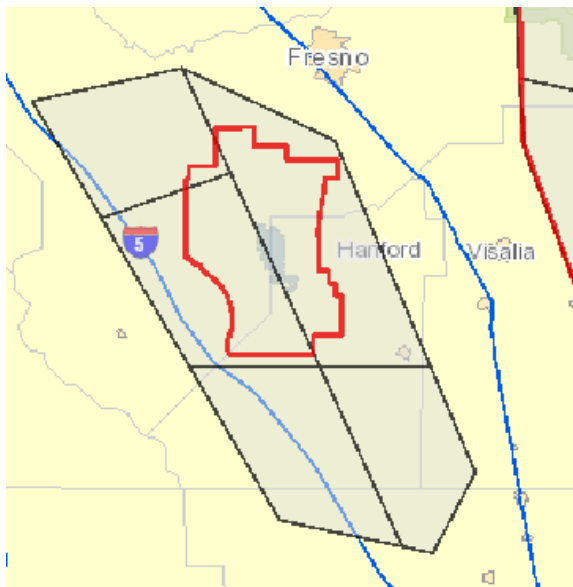
# Naval Air Station Lemoore

## U.S. Navy West Coast Jet Base





# Overview

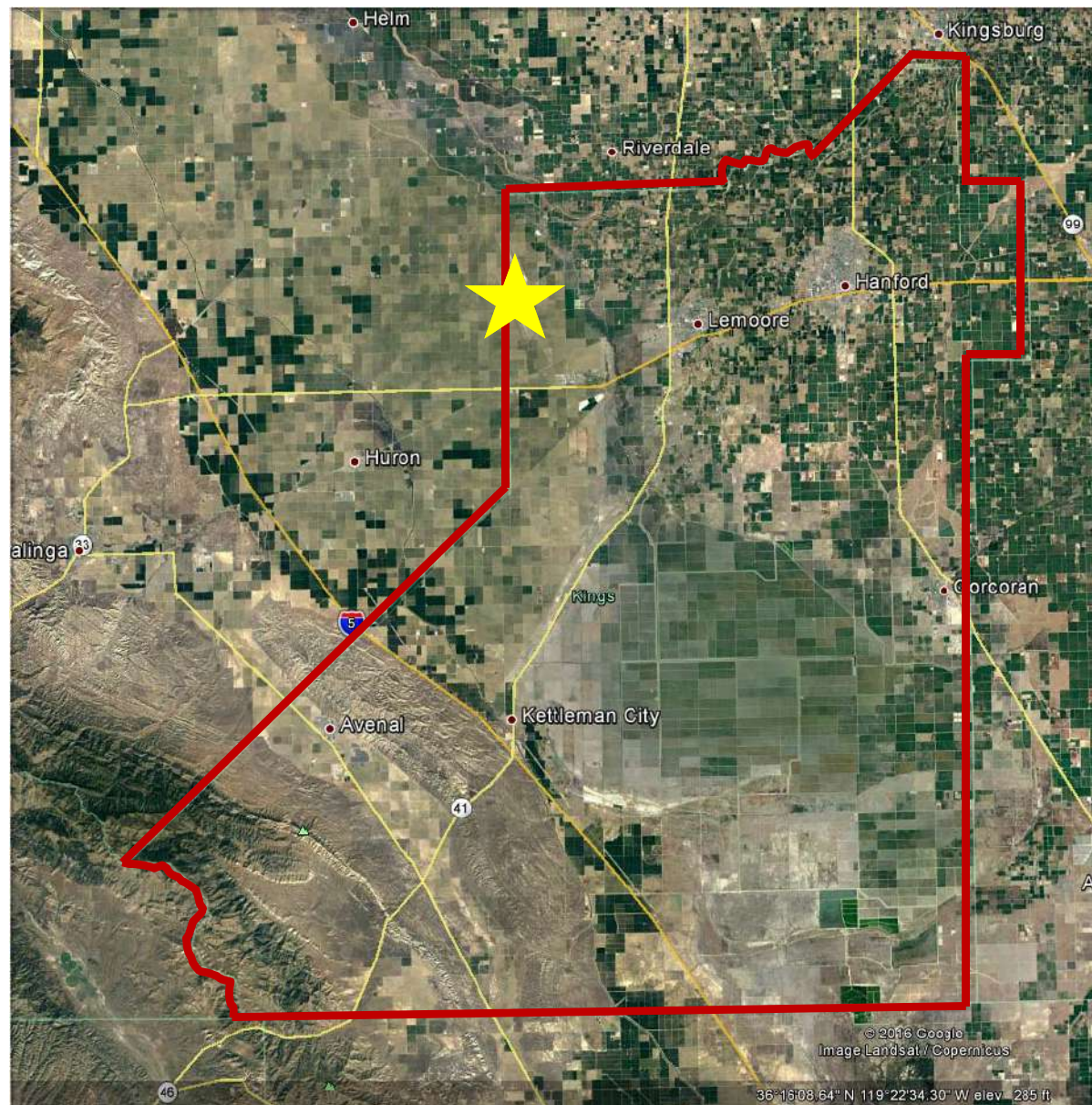


**Kings County Population  $\approx$  150,373\***  
(\*CA Department of Finance, FY 16-17 Population Data)

**NAS Lemoore Population (daily)  $\approx$  13,600**

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**Kings County  $\approx$  16,259 acres**  
**Fresno County  $\approx$  2,966 acres**





# Installation Statistics

*As the Navy's premier Strike Fighter Master Jet Base, Naval Air Station Lemoore provides the infrastructure, products and services that enable Commander, Strike Fighter Wing Pacific squadrons to conduct operations in support of National Tasking; enables readiness through quality of life services; fosters and strengthens collaborative community relationships; and achieves installation efficiencies through innovation.*

## Base Total Area = 19,225 Acres

- Includes 12,000 acres leased out for agriculture (30% fallow anticipated)
- ~1,000 acres set aside for photovoltaic project (REPO)
- OPS Area separated from Admin/Main Area by 5 miles
- Five (5) miles from city of Lemoore (driving)
  - 2.5 miles between City and Installation's boundary

## Easements and Operating Areas

- 11,020 acres flight/restrictive use easement to the west
- Military Operating and Special-Use Areas
  - Lemoore MOA (Kings, Kern, Fresno, Tulare Counties)
  - Hunter MOA (Central Coast)
  - R-2508 Complex (portions of California and Nevada)

## Facilities

- 283 buildings (PRV ~\$3B)
- 1,632 PPV housing units (PRV \$557M)



# NAS Lemoore Growth



## NASL Completed Growth

- 19% increase in Aviation Squadrons (3) from FY13-FY23
  - 2 F/A-18 Squadrons arrived
  - 1 F-35C FRS arrived FY17
- 23% increase (2,300+) in MIL, Civilians, Contractors & Dependents

## Potential Economic Impact

- Increased Local Business Sales: Maintenance, Food, Fuel, Supplies, Services & Construction
- Increased Personal Expenditures: Apartment Rentals, Real Estate Purchases, Child Care, Dining, Auto Purchases, Entertainment & Recreation
- Increased need in Public Services: Transportation, Education Enrollments, Utilities, Police, Fire



## NASL Remaining Growth

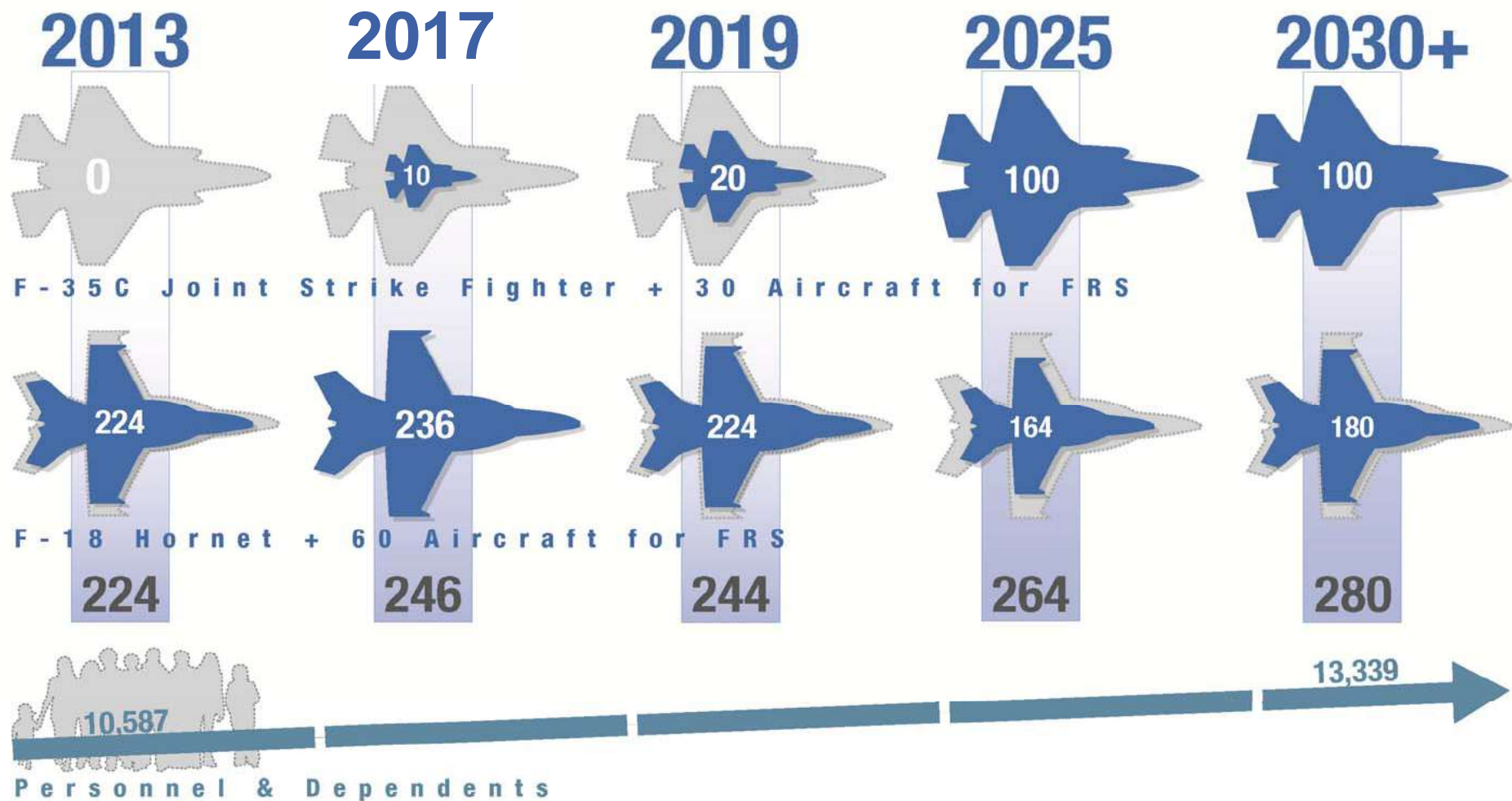
- Complete manning of VFA-125 (600+) in MIL, Civilians, Contractors & Dependents
- MILCON Facilities Projects

## NASL End State 2028

- 9 F/A-18 E/F Fleet Squadrons
- 1 F/A-18 E/F FRS Squadron
- 7 F-35C Fleet Squadrons
- 1 F-35C FRS Squadron
- 1 Search and Rescue (SAR) unit



# NAS Lemoore Aircraft Growth



## Strike Fighter Realignment

VFA-86 and VFA-136 have arrived

**COMPLETE**

Additional est. Payroll: **\$9 million**

© Can Stock Photo

## F-35C Joint Strike Fighter through 2028:

First Aircraft Arrived: January 25, 2017

**IN PROGRESS**

Additional est. Payroll: **\$36 million**



# Encroachment Example

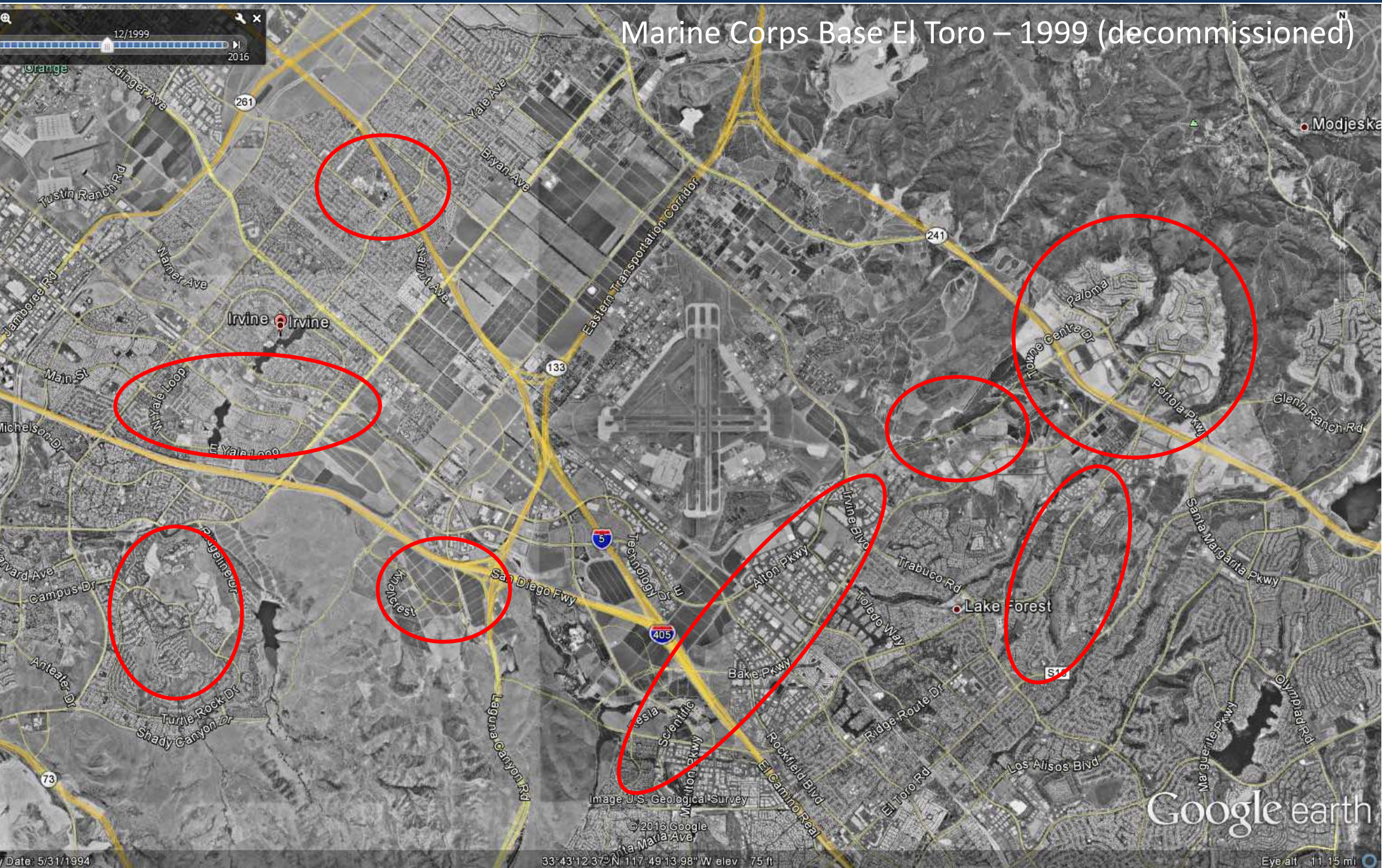




# Encroachment Example



Marine Corps Base El Toro – 1999 (decommissioned)





# NAS Lemoore Areas of Concern



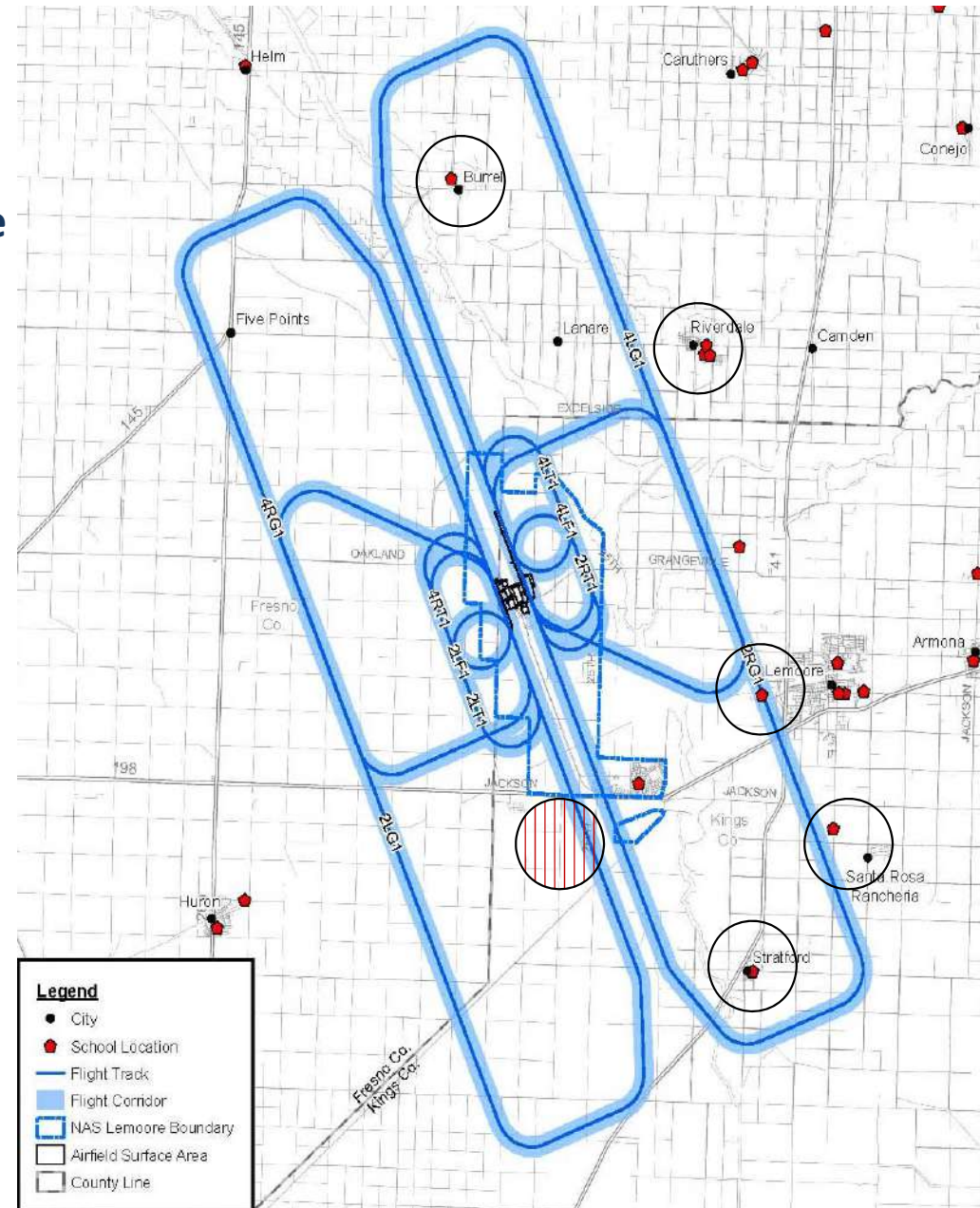
## Valley Growth

- Kings, Fresno and Kern expected to increase by 36% by 2060
  - 2,012,386 people → 3,162,991 people\*  
(\*CA Department of Finance)

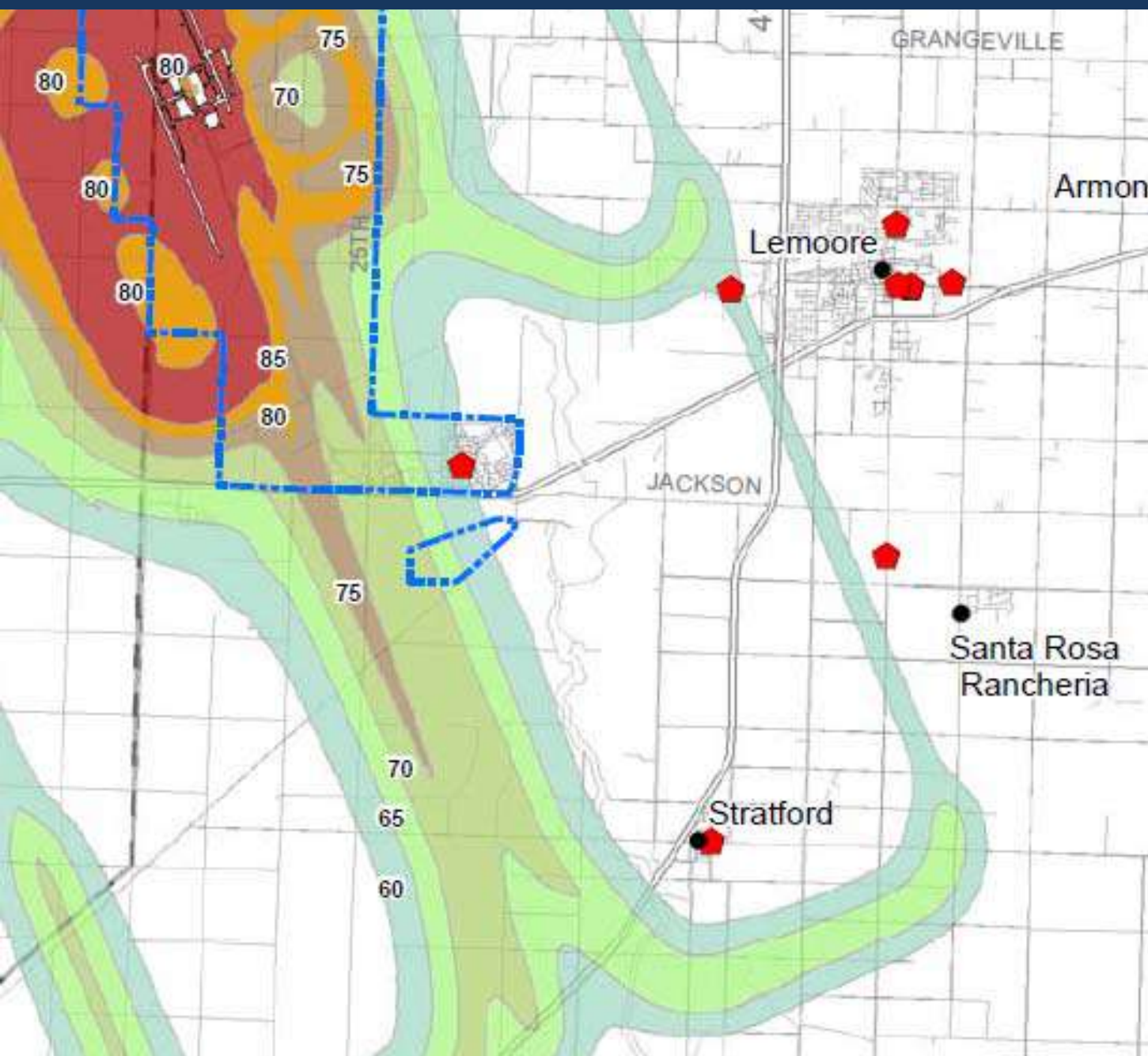
## Grow Together & Protect NAS Lemoore's Training Environment

- Compatible Land Uses
  - Open Space / Green Space
  - Agriculture
  - Light Industrial
- Noise Mitigation
- Disclosure and Awareness

○ = anticipated areas of development



# NASL AICUZ Noise Contours



## Legend

- City
- ◆ School Location
- NAS Lemoore Boundary
- Airfield Surface Area
- County Line

## AICUZ Noise Contours, 2020

- Zone 1 CNEL > 60
- Zone 2 CNEL > 65
- Zone 2 CNEL > 70
- Zone 3 CNEL > 75
- Zone 3 CNEL > 80
- Zone 3 CNEL > 85

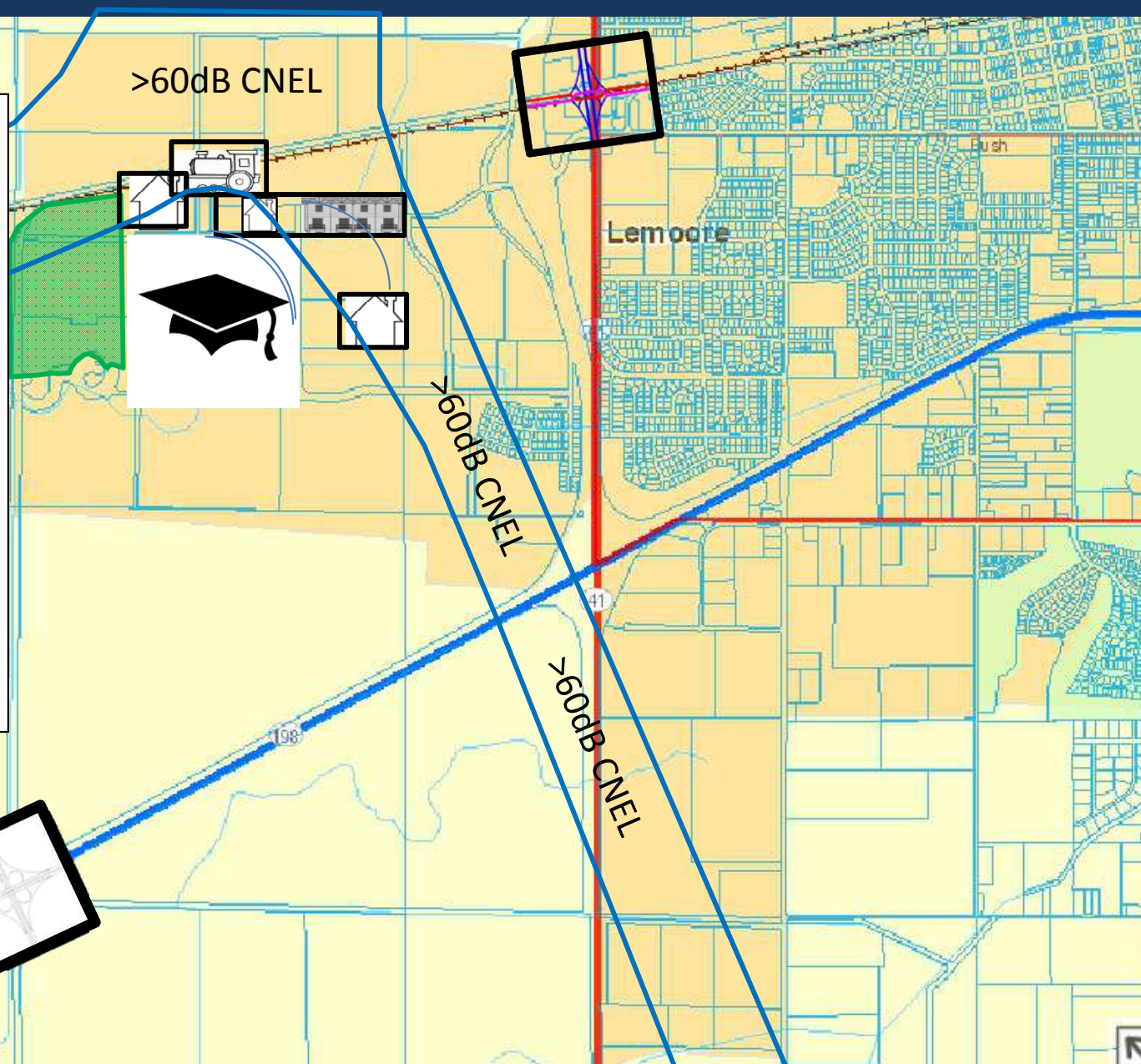


# City of Lemoore Expansion

## Potential Threats

- Cumulative Impacts:  
(induced demand)
  - Residential Project
  - Wastewater Treatment
- Infrastructure Projects:
  - Diverging Diamond
  - 21<sup>st</sup> Ave Cloverleaf
  - SR-198 Expansion
  - Cross Valley Rail

\*noise contour overlay polygon is approximate





# NASL Changes to Operations



- Possible future changes to operations
  - Increased aircraft numbers – same flight window
  - Divert field to support NORCAL at-sea operations
  - Spread ops throughout the day
    - Potential outcomes:
      - Start earlier – 0730 vs 0800
      - End later – 0200 vs 2400
      - Weekend ops – 8 hours SAT and SUN
- Known impacts to operations:
  - Runway 32L FCLP section
    - Summer to winter 2017
    - More ops to 32R runway
  - More aircraft (237-280) = increased flight ops



# How Can YOU Help?

## REGIONAL

- Promote policies which support NAS Lemoore quest for an encroachment free operating environment
- Advocate for policies which support smart growth principles

## COUNTY

- Educate others on NAS Lemoore's strategic and economic value to the region
- Continue to support and implement JLUS 2011 recommendations

## LOCAL

- Maintain open communication with NAS Lemoore about potential effects on operations including proposed developments, land use and/or transportation decisions, zoning changes, events and construction.
- Foster community relations events between towns and installation personnel

*Stay supportive of your military! We sincerely appreciate it!*

# QUESTIONS





# Ref Council Member Brown Report

## Sustainable Groundwater Management Act Implementation Frequently Asked Questions

*Who will be in charge of implementing these new groundwater regulations? Will it be irrigation districts, the counties, the cities, or the state?*

The law requires that local agencies within the Tulare Lake Basin form a groundwater sustainability agency to implement the new regulations. The definition of local agency within the law is an agency that has water supply, water management, or land use responsibilities. In the Tulare Lake Basin this may include irrigation districts, cities, counties, and community service districts amongst others.

*Who will represent me on the groundwater sustainability agency?*

Groundwater Sustainability agencies will be formed by local public agencies that have jurisdiction over the lands within the Tulare Lake Basin. Those local agencies that participate in a groundwater sustainability agency will represent the pumpers that reside within the local agencies jurisdictional boundaries.

*What if I am in an area that is not covered by a qualified local agency to become a groundwater sustainability agency?*

In the event that there is an area within the Tulare Lake Basin that is not covered by a local agency, the county within which that unmanaged area lies will be presumed to be the groundwater sustainability agency for that area.

*Will I be told how much groundwater I can pump?*

The groundwater sustainability agency(s) in the Tulare Lake Basin will have 20 years to achieve sustainability for the basin. Groundwater sustainability agencies are empowered to utilize a number of new management tools to achieve the sustainability goal. The tools used to accomplish sustainability may include supply side methods, like additional groundwater recharge and/or demand side methods, like limits on groundwater extraction by pumpers. Until the groundwater sustainability agency has completed its groundwater sustainability plan that is due by the year 2020, it is not known what combination of management tools will be needed to achieve sustainability for the Tulare Lake Basin.

*Will my well be metered?*

The Sustainable Groundwater Management Act requires that the Tulare Lake Basin be managed and use groundwater in a manner that is sustainable. This will require that groundwater sustainability agencies in the Tulare Lake Basin to measure and monitor groundwater levels to meet the sustainability requirements of the law. Metering wells is one of several methods that groundwater sustainability agencies can use to monitor groundwater. Until the groundwater sustainability agency has completed its groundwater sustainability plan that is due by the year 2020, it is not known what methods will be used to measure and monitor groundwater in the Tulare Lake Basin.

*What if I am a resident in the Tulare Lake Basin that pumps very little groundwater?*

Any domestic user that pumps less than two acre feet of water per year (or less than 652,000 gallons) for **domestic use** is considered a de minimis extractor and will be exempt from reporting requirements. The Sustainable Groundwater Management Act specifies that a fee shall not be imposed on a de minimis extractor unless this class of use has been regulated in the groundwater sustainability plan.

*What does sustainable groundwater management mean?*

The Sustainable Groundwater Management Act defines sustainable groundwater management as the management and use of groundwater in a manner that does not cause undesirable results including:

- Chronic lowering of groundwater levels
- Reductions in groundwater storage
- Seawater intrusion
- Degraded water quality
- Land subsidence
- Surface water depletions that have adverse impacts on beneficial uses

*What are the costs involved and who will pay for it?*

Implementing the Sustainable Groundwater Management Act in the Tulare Lake Basin will cost money. A groundwater sustainability agency has the power impose fees, including, but not limited to, permit fees and fees on groundwater extraction to fund the costs of a groundwater sustainability program. Costs include but are not limited to, preparation, adoption, and amendment of a groundwater sustainability plan, and investigations, inspections, compliance assistance, enforcement and program administration.

*Will the law affect land use decisions like what type of crops can be planted or how many houses can be built?*

A groundwater sustainability plan does not supersede the land use authority of cities and counties, including the city or county general plan, within the basin; however, the law does require coordination amongst the planning agencies. Before the adoption or substantial amendment to a city or county general plan, the planning agency must notify the groundwater sustainability agency within the Tulare Lake Basin. Upon notification, the groundwater sustainability agency must provide the current version of the groundwater sustainability plan for the Tulare Lake Basin to the city or county planning agency to review and consider prior to taking action on the adoption or amendment to their general plan.

*What happens if my well goes dry, will I be able to drill a new well?*

The decision regarding whether you can drill a new well is under the authority of the county in which you reside. The law does not authorize a groundwater sustainability agency to issue permits for the construction, modification, or abandonment of groundwater wells, except as authorized by a county with authority to issue those permits. A groundwater sustainability agency may request of the county, and the county shall consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval.

*Does this impact my surface or groundwater rights?*

This law does not alter surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

*What can the State do if we do not comply with the law?*

If the State Water Resources Control Board determines that a basin or portion of a basin is not compliant with the law's requirements, it can designate a basin as a probationary basin. The Board may develop an interim plan for the probationary basin. The interim plan will identify actions that are necessary to correct the long-term overdraft and may include restrictions on groundwater extractions.

## **The Tulare Lake Basin**

*What is the condition of the Tulare Lake Basin?*

The Department of Water Resources estimates that total Tulare Lake Basin groundwater in storage is about 37 million acre-feet to a depth of more than 1,000 feet. DWR measurements estimate that on average the Tulare Lake Basin water level has declined nearly 17 feet from 1970 through 2000. (An acre foot equals 325,900 gallons, or enough water to cover a football field to a depth of one foot.)

*Why must the Tulare Lake Basin comply with the new groundwater law?*

Out of California's 515 groundwater basins and subbasins, 127 have been designated by the state as medium and high priority meaning they are not in a sustainable condition. The Tulare Lake Basin is one of those 127 basins. Any basin that has been designated as medium or high priority must comply with the law.

*What will it take to get the Tulare Lake Basin sustainable?*

The local agencies working on implementing the new groundwater law in the Tulare Lake Basin will need to collect additional data and monitoring on local groundwater conditions. This information along with further analysis through a hydrologic model will be used to determine the sustainability goal for the basin.

*How can I stay informed about Sustainable Groundwater Management activities?*

For more information on how you can become involved, contact Cristel Tufenkjian, Kings River Conservation District Manager of Community & Public Relations at [ctufenkjian@krcd.org](mailto:ctufenkjian@krcd.org) or at 237.5567, ext. 118.



## Sustainable Groundwater Management Act Implementation in the Tulare Lake Subbasin

The Sustainable Groundwater Management Act of 2014 (SGMA) is comprehensive legislation that governs the management and use of groundwater in the state. SGMA's intent is to provide for sustainable management of groundwater basins and to locally manage groundwater basins while minimizing state intervention to only when necessary. The preservation of local management of the region's groundwater is a fundamental principle for implementing SGMA in the Tulare Lake Basin. SGMA defines sustainable

groundwater management as the management and use of groundwater in a manner that does not cause undesirable results including:

- Chronic lowering of groundwater levels
- Reductions in groundwater storage
- Seawater intrusion
- Degraded water quality
- Land subsidence
- Surface water depletions that have adverse impacts on beneficial uses

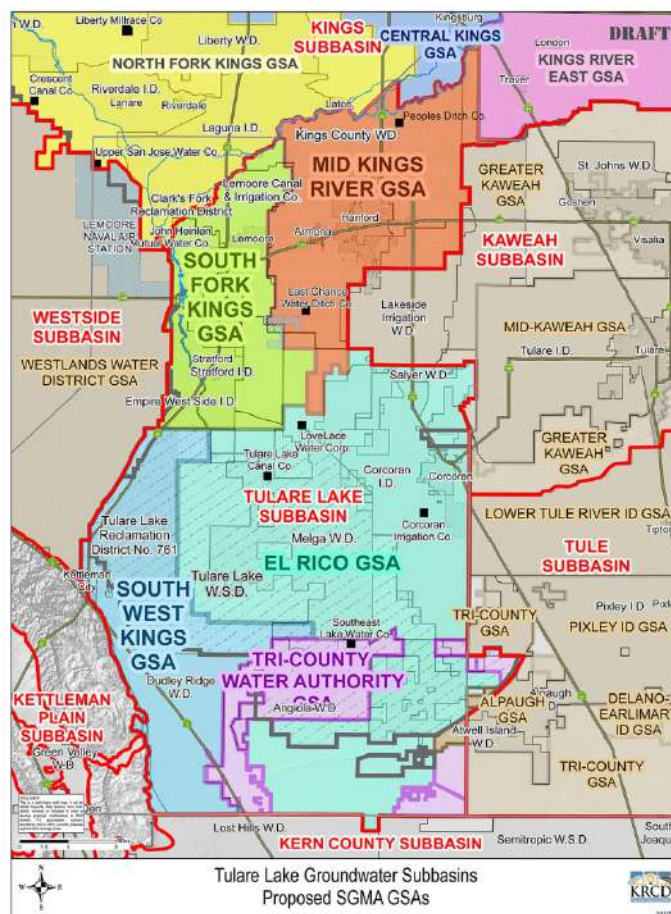
### Tulare Lake Subbasin Groundwater Conditions

There are 515 groundwater basins and subbasins in California. These basins contribute close to 40 percent of the California's annual water supply in an average year and as much as 45 percent in dry years. During extensive dry or drought years, groundwater can provide close to 60 percent of the water supply. Of California's 515 groundwater basins and subbasins, 127 have been designated by the state as High and Medium priority meaning they are not in a sustainable condition. The Tulare Lake Subbasin is one of those 127 basins.

The Tulare Lake Subbasin is bounded on the south by the Kings-Kern county line, on the west by the California Aqueduct, the eastern boundary of Westside Groundwater Subbasin, and Tertiary marine sediments of the Kettleman Hills. It is bounded on the north by the southern boundary of the Kings Groundwater Subbasin, and on the east by the westerly boundaries of the Kaweah and Tule Groundwater Subbasins. The southern half of the Tulare Lake Subbasin consists of lands in the former Tulare Lake bed in Kings County. Average annual precipitation is seven inches throughout most of the basin and nine inches at the northern margin.

DWR measurements show that groundwater supplies are declining within the Tulare Lake Subbasin. This condition, considered generally as overdraft, is created when more water is pumped out of the ground than is replenished by rainfall, runoff or recharge.

The Department of Water Resources estimates that total Tulare Lake Subbasin groundwater in storage is about 37 million acre-feet to a depth of more than 1,000 feet. DWR measurements estimate that on average the Tulare Lake Subbasin water level has declined nearly 17 feet from 1970 through 2000. (An acre foot equals 325,900 gallons, or enough water to cover a football field to a depth of one foot.)



## Steps for Implementation of SGMA

SGMA lays out a process on how sustainability will be achieved. For those agencies that will be responsible for its implementation, the requirements and objectives of SGMA are significant and will take years to accomplish.

The first step for local public agencies is the formation of a Groundwater Sustainability Agency (GSA). A GSA is given both the mandate and broad array of tools to regulate groundwater in a subbasin. These tools include the ability to limit extractions and to impose fees related to groundwater use. Some of the eligible agencies that can form a GSA in the Tulare Lake Subbasin include irrigation districts, cities, counties, community services districts, and public utility districts.

The second step in SGMA implementation is the development of a Groundwater Sustainability Plan (GSP) by the subbasin's GSA(s). Developing a GSP will be a significant and costly undertaking that will likely take two to three years. The GSP must include measurable objectives as well as interim milestones to achieve the sustainability goal for the subbasin. The GSP will physically describe the subbasin including groundwater levels, quality, subsidence, include a water budget, have a planning and implementation horizon, include monitoring and management of the basin, and mitigation of overdraft. It is important to note that GSPs will not establish or determine groundwater rights. The final step is the implementation of the GSP to achieve basin sustainability over a 20-year timeframe.

While all of these efforts can be conducted locally, the State Water Resources Control Board may intervene if local agencies do not form a GSA before the deadline and/or fail to adopt or implement a GSP.

## SGMA Implementation Timeline

Deadline	Action
6/30/2017	Formation of Tulare Lake Subbasin GSAs
1/31/2020	Completion and adoption of GSPs in Tulare Lake Basin
1/31/2040	Tulare Lake Subbasin achieves sustainability

## Current Implementation Activities in the Tulare Lake Subbasin

Much work and planning is required over the next several years to meet the requirements of SGMA within the deadlines set out in the law. Local agencies have been working for over a year to form GSAs prior to the June 30, 2017 deadline. There are currently six GSAs that have formed in the Tulare Lake Subbasin.

For more information on GSA formation in the Tulare Lake Subbasin go to [www.kingsgroundwater.info](http://www.kingsgroundwater.info).

It is important that the many diverse stakeholders participate in the process to achieve the best possible outcome for the region. For more information on how you can become involved, contact Cristel Tufenkjian, Kings River Conservation District Manager of Community & Public Relations at [ctufenkjian@krcd.org](mailto:ctufenkjian@krcd.org) or at 237.5567, ext. 118.



LEMOORE CITY COUNCIL  
COUNCIL CHAMBER  
429 C STREET  
May 02, 2017

## AGENDA

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

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### PUBLIC COMMENT

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

### 5:30 pm STUDY SESSION

SS-1 Lemoore Chamber of Commerce 2016 Annual Report (Speer)

### 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 Mayor will provide an oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

1. Liability Claim  
Government Code Section 54956.95  
Claimant: Minor Good  
Against: City of Lemoore
2. Conference with Legal Counsel – Anticipated Litigation  
Government Code Section 54956.9  
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9  
(Deciding Whether to Initiate Litigation)  
One Case
3. Public Employee Appointment/Employment – City Manager  
Government Code Section 54957

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.



## 7:30 pm REGULAR SESSION

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

### PUBLIC COMMENT

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

### CEREMONIAL / PRESENTATION – Section 1

No Ceremonial / Presentations.

### DEPARTMENT AND CITY MANAGER REPORTS – Section 2

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

### CONSENT CALENDAR – Section 3

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

- 3-1 Approval – Minutes – Regular Meeting – April 18, 2017
- 3-2 Approval – Investment Report for the Month Ended March 31, 2017
- 3-3 Approval – Amendment to Lemoore High School Youth Development Officer Agreement
- 3-4 Approval – Quarterly Financial Report for Quarter Ending March 31, 2017
- 3-5 Approval – Letter of Support for Assembly Bill 176 – Friant Kern Canal: Water Conveyance Project
- 3-6 Approval – Letter of Support for Assembly Bill 188 – Vehicle Retirement
- 3-7 Approval – Letter of Support for Assembly Bill 326 – Preventing Domestic Violence
- 3-8 Approval – Letter of Support for Assembly Bill 463 – Assumption Program of Loans for Education (APLE)
- 3-9 Approval – Letter of Support for Assembly Bill 1147 – Recyclable Materials
- 3-10 Approval – Letter of Support for Assembly Bill 1279 – Valley Fever Research and Reporting
- 3-11 Approval – Budget Amendment for Fiscal Year 2016/2017 – Increase in Benefits for Executive Management Employees to Maintain Internal Parity of Benefits – Resolution 2017-08

### PUBLIC HEARINGS – Section 4

- 4-1 General Plan Amendment No. 2017-01 and Change of Zone No. 2017-02: A request to change the General Plan land use designation from Professional Office to Light Industrial, and to change the zoning from DMX-3 (Downtown Mixed Use – Transitional) to ML (Light Industrial) The site is located at 358 F Street in Lemoore (APN 020-015-013) – Resolution 2017-09 and Ordinance 2017-05 (Holwell)

- 4-2 Zoning Text Amendment No. 2016-03: Amendments to portions of the following articles within the Lemoore Municipal Code related to Zoning and Subdivisions: Article A of Chapter 4 of Title 9 (Land Use Definitions); Article B of Chapter 4 of Title 9 (Allowed Uses and Required Entitlements); Article D of Chapter 4 of Title 9 (Accessory Dwelling Units, Manufactured Homes, and Shopping Carts); Article E of Chapter 5 of Title 9 (Standards for Off Street Parking); Article F of Chapter 5 of Title 9 (Standards for Permanent On Site Signs and Flags); and Chapter 10 of Title 7 (Public Facilities Maintenance Districts and Homeowner's Associations) and Article C of Chapter 5 of Title 9 (Design Standards for Big Box Stores, Discount Clubs, and Discount Superstores.) – Ordinance 2017-06 (Holwell)
- 4-3 Ordering Annexation and Inclusion of an Additional Territory as Zone 8B of Landscape and Lighting Maintenance District No. 1, Establishing Two Sub-Zones within Zone 8 of Landscape and Lighting Maintenance District No. 1 and Confirming the Diagram and Assessment of Annual Levy for Fiscal Year 2017-2018 for Landscape and Lighting Maintenance District No. 1 – Resolution 2017-10 (Olson)

#### NEW BUSINESS – Section 5

- 5-1 Report of Information Only – Naval Air Station Lemoore Brief (Speer)
- 5-2 Report and Recommendation – Senior Center Construction Bid Award (Olson)  
*(handouts for Item 5-2 will be provided at meeting)*
- 5-3 Report and Recommendation – Fox Street Sidewalk Remediation (Olson)
- 5-4 Report and Recommendation – Award Bid for Cimmaron Park Sewer System Repairs and Cure in Place Piping (CIPP) (Olson)

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

- 6-1 City Council Reports / Requests

#### ADJOURNMENT

#### **Tentative Future Agenda Items**

##### May 16<sup>th</sup>

SS – Annual FY 17/18 Budget (Corder)

NB – Command Post Purchase with Department of Homeland Security Funds (Smith)

##### June 6<sup>th</sup>

SS – Kings County Association of Governments (Speer)

SS – Kings Economic Development Corporation (Speer)

CC – Monthly Investment Report for April 2017 (Corder)

NB – Annual FY 17/18 Budget (Corder)

NB – Amendment to CC&R's (golf course gates) (Holwell)

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the City Hall, 119 Fox St., Written communications from the public for the agenda must be received by the City Clerk's Office no less than seven (7) days prior to the meeting date. The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. Should you need special assistance, please call (559) 924-6705, at least 4 business days prior to the meeting.

#### **PUBLIC NOTIFICATION**

I, Mary J. Venegas, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above City Council Agenda for the meeting of May 2, 2017 at City Hall, 119 Fox Street, Lemoore, CA on April 28, 2017.

//s//

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



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

## Staff Report

**Item No: SS-1**

**To: Lemoore City Council**

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

**Date: April 17, 2017 Meeting Date: May 2, 2017**

**Subject: Lemoore Chamber of Commerce 2016 Annual Report**

**Strategic Initiative:**

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

**Proposed Motion:**

Information only.

**Subject/Discussion:**

Lemoore Chamber of Commerce Chief Executive Officer, Jenny MacMurdo, will present the 2016 Annual Report to City Council.

**Financial Consideration(s):**

Not applicable.

**Alternatives or Pros/Cons:**

Not applicable.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Information only.



**Attachments:**

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

**Review:**

- ☒ Finance
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk

**Date:**

4/25/17  
4/26/17  
4/26/17  
4/27/17



# Annual Report 2016



296  
Members  
17% increase



42  
NEW  
Members

94%  
Retention  
Rate

## WE REPRESENT



175 SMALL BUSINESSES ~ 20 employees or less

47 NON-PROFITS

21 AG INDUSTRY/FARMS

18 MID-LARGE SIZE BIZ

14 BANKS/EDU/UTILITIES

11 CIVIC MINDED INDIV.



80%

of consumers are more likely  
to patronize a chamber  
member than a nonmember.

## BY THE NUMBERS...

19 Ribbon Cuttings

18 Community Events

3 New Chamber  
Programs

12 Business Seminars

Member Media Mondays!

Candidate Workshop Series

YOUNG  
ENTREPRENEURS  
Academy

1,350 Networking Event Attendees

608 E-News Subscribers



5,000  
Directories  
Distributed



Over 15,000 Social Media Followers



***It is the mission of the Lemoore Chamber of Commerce to be the leader in our community for building sustainable economic growth, advocating for a pro-business climate and enhancing Lemoore's working relationships with Naval Air Station Lemoore, City, Education, Tourism, Business and Agricultural Interests.***

Dear chamber & community members,  
2016 was a milestone year with the chamber's ongoing quest to provide value to our members. Much of the Chamber Boards' 2016 planning was focused on taking steps to attract and build sustainable economic growth, and strengthening our communications by advocating for, and engaging, youth and local policy makers.

Hence, we have developed strong relationships with our City and local elected officials to facilitate a collaborative effort to redefine Lemoore's vision for the future. We took a hands on approach to spreading our footprint on social media, and graduated our first Young Entrepreneurs Academy class, a brand new program to engage youth with the entrepreneurial spirit. Although we have come a long way, we still have a lot of work to do!

I am very proud of the work that our staff has done this year to realize the Chamber Boards' vision. I would also be remiss not to mention the countless hours and dedication of our volunteers, who give so selflessly of their time.

Similarly, I'd like to acknowledge the dedication of our new and continuing board members, and pay tribute to the three whose terms has come to end. Please thank outgoing board members, John Miller, Jeff Babb, & David Endo, as well as the rest of the board when you see them.

Wishing all a prosperous 2017 and as always, please contact us if there is something you'd like to see your chamber doing for your business!

Sincerely,

*Jenny MacMurdo*

Jenny MacMurdo





# 2016 Accomplishments

## Provide Resources & Relationship Building Opportunities

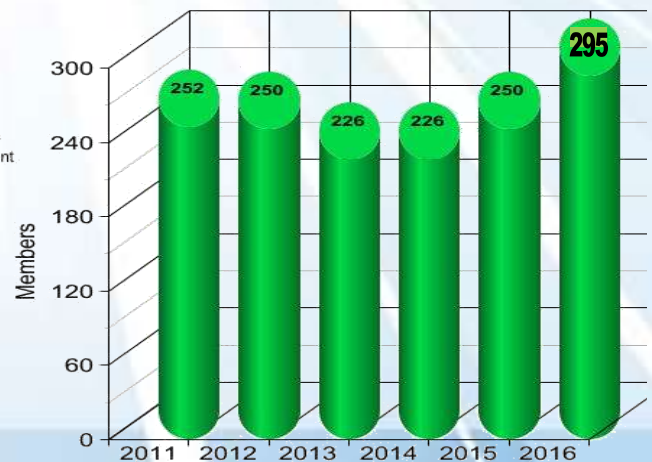
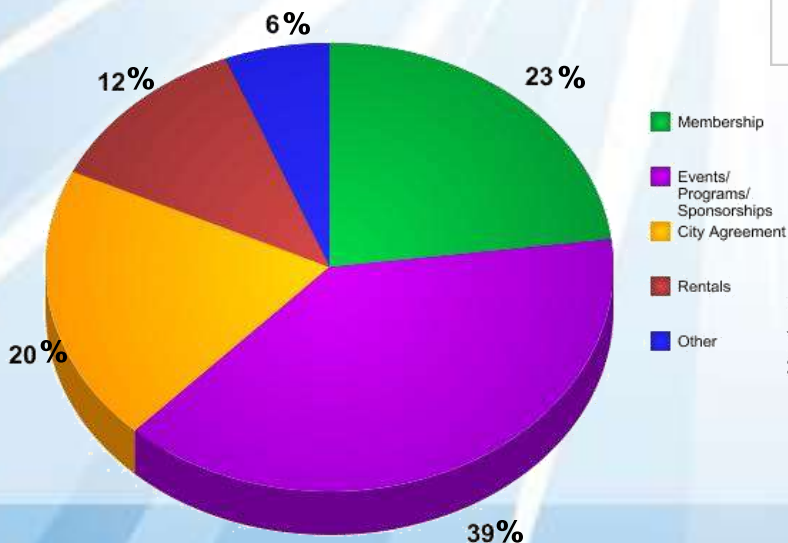
- Chamber Ambassador Program
- Conducted 12 Business Seminars
- Provided 17 Business Connection Opportunities (Luncheons, Expos, Mixers, Banquets)
- Implemented "Member Media Mondays"
- Provided 1-on-1 personalized marketing sessions to members
- Staff tends to ~2,000 phone referrals monthly
- Staff tends to ~200 Walk-In Referrals/Visitors Monthly
- Successfully distributed all 5,000 copies of the Spring Release Chamber Directory



## Promote a Strong Community/ Build Strong Connections w/ Government

- Organized 18 Community Events, drawing a rough total of 15K attendees
- Generated 35 Featured News Stories in 2016, which highlighted Chamber & important business related issues
- Conducted 5 On-Air Television Interviews
- Organized 2 Live Radio Broadcasts from Lemoore
- Acted as Liaison to Downtown Merchants Advisory Council
- Participant in Community Stakeholder's Meetings
- Organized Candidate Workshop Series & Candidate Forum
- Assisted w/ Government Contracting Workshop
- Partnered w/ Lincoln Military Housing for events to draw military families into the community
- Invited all local, state & federal elected officials to Chamber events & programs
- Coordinated Mobile Office hours for elected officials in the Chamber Office
- Members of San Joaquin Valley Chambers Coalition: Mission is to help Central Valley Chambers not only share information, but work together to serve as a more powerful voice at the State Level

## 2016 INCOME





# 2016 Accomplishments



## Recognition of Local Education Achievements & Promote Youth Entrepreneurship

- Each month at the Chamber Luncheon, FAST Credit Union & State Officials help us recognize Students of the Month from area schools
- Invested in & Implemented Lemoore Young Entrepreneurs Academy 2015-2016 Class & 2016-2017 Class
- Recognized in our Monthly E-News the outstanding achievements of our local West Hills College, Elementary Schools & High Schools

## CEO Committee Involvement & Professional Development

- Vice Chair of Kings Co. Employers Advisory Council
- San Joaquin Valley Chambers Coalition Member
- WHCL Bond Oversight Committee Member
- Friend's of NAS Lemoore Committee Member
- LUHSD Facilities Master Plan Steering Committee Member
- Downtown Merchants Advisory Committee Liaison
- Attend Kings EDC Committee Monthly Meetings & Quarterly Industrial Group Luncheons
- Attend twice monthly City Council meetings
- Attend twice monthly meetings with City Manager
- Community Interview Panelist for New City Community Services Director
- Attended 2016 W.A.C.E. Annual Conference
- Attended 2016 W.A.C.E. 2nd Year Academy
- Attended 4 W.A.C.E. Webinars (with Staff)
- On numerous Conference Calls w/ US Chamber & CalChamber regarding minimum wage & DOL Overtime Law
- On Conference Call w/ President Barack Obama regarding Small Business Development
- Attended Small Business Group Discussion w/ Senator Vidak
- Attended WHC Essential Elements Public & Private Policy Series: Powering Sustainable Economic Development for the San Joaquin Valley
- Attended W.A.C.E. Intensive Leadership Training for CEOs & Board of Directors
- Facilitated City Department Director's Vision, Mission & Values Meeting
- Attended Lemoore's General Plan Update Meetings
- In beginning stages of Kings County Farm Bureau/Lemoore Chamber partnership to develop ideas for agritourism in Kings County
- Coordinated a 2017 Disney Institute in Lemoore! *Be on the look out for dates/times!*





# 2016 Accomplishments

## Staff Professional Development/Community Involvement

- Attended all Chamber Business Training Seminars
- Volunteered for Annual Kings County Farm Day
- Assisted Parks & Rec, and local service clubs with various project preparation & promotion throughout the year
- Keep a brainstorming list in the Break Room on their "Big Idea Board"
- Responsible for all ad sales in our annual Chamber Business Directory
- Responsible for recruiting 40 new Chamber Members this year
- Brenda wrote the Pizza Press, Served as Sarah A. Mooney Museum Board Vice President, & Coordinates Senior Center activities, events, promotion & rental contracts.
- Brittany served as the Young Entrepreneurs Academy Program Director, Facilitated Member Media Mondays, Contributed articles for our



monthly E-newsletter, Coordinated Google Workshops & the Shop Small Business Saturday Program with local merchants

## Chamber Programs & Events

- Young Entrepreneurs Academy
- Member Media Mondays
- 2016 Candidate Workshop Series
- Quickbooks Seminar
- Personal Defense Seminar
- 3 Google Workshops
- Alcohol & Beverage Control Training Seminar
- New Wage Laws Seminar
- 2016 General Election Candidate Forum
- Installation & Awards Banquet
- Central Valley Pizza Festival
- 10- Rockin' the Arbor Summer Concerts
- Kings Co. Salute to Ag Banquet
- Christmas Parade
- 10 Chamber Luncheons w/ Guest Speakers
- Assist DMAC with Holiday Stroll
- 4 Chamber Mixers
- 19 Ribbon Cuttings
- 1-on-1 Small Business Consulting





# 2017 Lemoore Chamber ~ Helping you succeed

## 2017 Executive Officers



### Chairman

William A. Parry – Hammerschmidt Broughton  
Law Firm



### Vice Chairman

Amy Ward - Tree Frog Print Shop



### Chairman-Elect

Johnny Perez - Best Buy Market/IGA



### CFO

Jody Ruble - West Hills College Lemoore



### Past Chairman

Frances Perkins – Best Western Inn & Suites

## 2017 Directors

Deanna Patterson  
Tachi Palace Hotel & Casino



Dustin Fuller  
Tulare Lakes Drainage District



Victor Rosa  
Lemoore Union High School District



Michele Costa Ruble  
DaCosta Farms



Grace Parreira  
Blue Door Massage & Spa



Sunny Law  
Sushi Table Asian Bistro



TBD

## Ex-Officio Liaisons

Marlana Brown - NAS Lemoore  
Andi Welsh - City of Lemoore  
TBD - Lincoln Military Housing

## Chamber Staff



### Chief Executive Officer

Jenny MacMurdo  
[ceo@lemoorechamber.org](mailto:ceo@lemoorechamber.org)



### Events Director/Office Manager

Brenda Martin  
[events@lemoorechamber.org](mailto:events@lemoorechamber.org)



### Membership Director/ YEA Program Manager

Brittany Reece  
[staff@lemoorechamber.org](mailto:staff@lemoorechamber.org)



# Follow Us!



**April 18, 2017 Minutes  
Study Session  
City Council Meeting**

**CALL TO ORDER:**

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

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

City Staff and contract employees present: Acting City Manager Smith; City Attorney Van Bindsbergen; Development Services Director Holwell; Public Works Director Olson; Assistant to the City Manager Speer; Deputy City Clerk Lourenco.

**PUBLIC COMMENT**

*There was no public comment.*

**STUDY SESSION – Section SS**

**SS-1 Development Impact Fee Update (Speer)**

*Benjamin Griffin from TischlerBise discussed the following:*

- *Basic Options for Funding Infrastructure*
- *Eligible Costs*
- *Conceptual Impact Fee Calculation*
- *Fee Methodologies*
  - *Buy-In Approach (past)*
  - *Incremental Expansion Approach (present)*
  - *Plan-Based Approach (future)*
- *Incremental Expansion Needs Analysis*
- *Fee Methodology Considerations*
- *Evaluate Need for Credits*
  - *Site Specific*
  - *Debt Service*
  - *Dedicated Revenues*
- *Fee Schedule*
- *Fire Fees*
- *General Municipal Facilities Fees*
- *Law Enforcement Fees*
- *Park Fees*
- *Recreation Center Fees*
- *Refuse Fees*
- *Storm Drainage Fees*
- *Sewer Fees*
- *Water Fees*
- *Streets and Thoroughfares Fees*

## CLOSED SESSION PUBLIC COMMENT

*There was no public comment.*

*At 6:35 p.m., Council adjourned to Closed Session.*

## CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation  
Government Code Section 54956.9  
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of  
Subdivision (d) of Section 54956.9  
One Case
2. Conference with Legal Counsel – Anticipated Litigation  
Government Code Section 54956.9  
Initiation of Litigation Pursuant to Paragraph (4) of  
Subdivision (d) of Section 54956.9  
Two Cases
3. Public Employee Performance Evaluation – City Manager  
Government Code Section 54957
4. Public Employee Appointment/Employment – City Manager  
Government Code Section 54957

## ADJOURNMENT

*At 7:35 p.m., Council adjourned.*

## **April 18, 2017 Minutes Lemoore City Council Regular City Council Meeting**

### **CALL TO ORDER:**

*At 7:36 p.m., the meeting was called to order.*

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

City Staff and contract employees present: Acting City Manager Smith; City Attorney Van Bindsbergen; Development Services Director Holwell; Public Works Director Olson; Assistant to the City Manager Speer; Quad Knopf Engineer Joyner; Deputy City Clerk Lourenco.

## CLOSED SESSION REPORT

*Nothing to report out.*



## PUBLIC COMMENT

*Jenny MacMurdo from the Lemoore Chamber of Commerce invited the Council and the public to the 17<sup>th</sup> Annual Central Valley Pizza Festival being held April 21, 22, and 23 at City Park.*

## CEREMONIAL / PRESENTATION – Section 1

*There were no Ceremonial / Presentations.*

## DEPARTMENT AND CITY MANAGER REPORTS – Section 2

### 2-1 Department & City Manager Reports

*Public Works Director Olson provided a brief update on the annexation of Zone 8. He stated the drought is not rescinded from Kings County and the current watering restrictions remain intact. The treatments of wells 7 & 12 are ongoing. The City will be accepting bids for the Senior Center and the target completion date is October 31, 2017.*

*Police Chief Smith invited the Council and the public to the Kings County Peace Officer Memorial on May 10, 2017 at 9:00 a.m. in the Kings County Government Center Courtyard area.*

## CONSENT CALENDAR – Section 3

3-1 Approval – Minutes – Regular Meeting – March 21, 2017

3-2 Approval – Budget Amendment for TTHM Project

*Motion by Council Member Brown, seconded by Council Member Blair, to approve the Consent Calendar as presented.*

*Ayes: Brown, Blair, Chedester, Neal*

*Absent: Madrigal*

## PUBLIC HEARINGS – Section 4

*There were no Public Hearings.*

## NEW BUSINESS – Section 5

5-1 Report and Recommendation – Landscape and Lighting Maintenance District Report

*Connie Wlaschin spoke.*

*Consensus by Council for city staff to proceed with providing services to the LLMD districts.*

## CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

*Council Member Blair stated that she is looking forward to the Pizza Festival.*

*Council Member Brown thanked City staff for all of their hard work.*

*Council Member Chedester attended the San Joaquin Special City Selection Committee on April 6. The committee made selections for the Governing Board and Vice Chair for the committee. Chedester also stated he would like to see new "Welcome" signs in Lemoore.*

*Mayor Pro Tem Neal asked for prayers for a safe trip for Mayor Madrigal.*

ADJOURNMENT

*At 8:00 p.m., the meeting adjourned.*

ATTEST:

APPROVED:

---

May J. Venegas  
City Clerk

---

Ray Madrigal  
Mayor



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

## Staff Report

**Item No: 3-2**

**To: Lemoore City Council**

**From: Heather J. Corder, Finance Director**

**Date: April 20, 2017 Meeting Date: May 2, 2017**

**Subject: Investment Report for the Month Ended March 31, 2017**

**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:**

Receive and file the investment report for month ended March 31, 2017.

**Subject/Discussion:**

California Government Code Section 53607 and the City of Lemoore's Investment Policy require the submission of a monthly investment report to the City Council. As of March 31, 2017, the City had \$41.8 million (current market value) in cash and investments and the average weighted yield to maturity on the City's public fund investments was 0.64%. As required by government code, all investments are in conformity with the City's investment policy and sufficient cash flows are available to meet the next six months of estimated expenditures.

The attached Monthly Investment Report presents the investments held by the City of Lemoore as of March 31, 2017. The Investment Report consists of the following two summaries:

- Summary of Cash and Investments – Provides the total portfolio of the City
- Investments at Market Value by Maturity Date – Provides a list of investment by maturity date, an indication of the liquidity of the investments. The City's investment policy defines what the City can



legally invest in under State Law and City policy. These restrictions in investment types and the terms of allowable investments result in limited yields on City Investments.

As of March 31, 2017, the City had \$41,868,142 (current market value) in cash and investments. The investments included CD's (\$5.3 million), US Government Securities (\$4.98 million) and the State Investment Pool (16.07 million). The City's bank accounts held approximately \$15.47 million.

Thirty-eight percent (38%) of the City's portfolio is with the State Investment Pool (Local Agency Investment Fund, LAIF) in which the State's Investment experts provide diversified investments in which local agencies can invest. By using the combined size of the participating cities and agencies, the State Pool can provide a better yield, liquidity and investment knowledge than otherwise would be available to a single entity.

**Financial Consideration(s):**

None.

**Alternatives or Pros/Cons:**

None.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Receive and file the Monthly Investment Report.

**Attachments:**

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

List: Monthly Investment Report  
PMIA/LAIF Performance Report

**Review:**

- ☒ Finance
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk

**Date:**

4/20/17  
4/26/17  
4/26/17  
4/27/17

**City of Lemoore**  
**Summary of Cash and Investments**  
**As of March 31, 2017**

Type	Description	Bank/Agent	Maturity Date	Interest Rate	Amount	Current Market Value
CD	Fixed Term CD	Bank of America	4/18/2017	3.00%	\$ 118,720	\$ 118,729
CD	Fixed Term CD	Bank of America	9/19/2017	3.00%	124,495	124,520
Ckg	Laguna Irrigation District	Bank of America	3/31/2017	0.20%	64,455	64,455
Pool	Local Agency Investment Fund	State Treasurer	3/31/2017	0.68%	16,075,909	16,075,909
Ckg	General Operating Account	Union Bank	3/31/2017	0.01%	8,283,912	8,283,912
Ckg	IOC Account	Union Bank	3/31/2017	0.01%	3,769	3,769
Ckg	General Operating Account	Wells Fargo	3/31/2017	0.00%	2,764,496	2,764,496
Ckg	LMGC	Wells Fargo	3/31/2017	0.03%	306,601	306,601
USGS	US Government Agency Securities	US Bank	10/2/2019	1.25%	5,014,000	4,982,828
CD	World Financial Network Bank	Morgan Stanly	6/8/2017	0.77%	200,000	200,398
Cash	Cash	Morgan Stanly	3/31/2017	0.00%	9,259	9,259
CD	First Merchants Bank	Wells Fargo	9/21/2017	1.00%	248,000	248,626
CD	Oldtown Bank	Wells Fargo	11/6/2017	1.00%	249,000	249,806
CD	First Merit Bank (Ohio)	Wells Fargo	2/26/2018	1.30%	248,000	249,047
CD	Municipal Tr & Svgs Bank	Wells Fargo	8/27/2018	1.30%	248,000	249,617
CD	Greenfield Savings Bank	Wells Fargo	10/19/2018	1.50%	248,000	249,819
CD	Sallie Mae Bank	Wells Fargo	11/20/2018	2.05%	200,000	201,895
CD	Third Federal S&L Association	Wells Fargo	11/26/2018	1.60%	248,000	250,007
CD	Mid-Missouri Bank	Wells Fargo	12/19/2018	1.50%	249,000	251,101
CD	Webster Bank	Wells Fargo	1/24/2019	1.90%	200,000	201,660
CD	Washington Trust Westerly	Wells Fargo	2/19/2019	1.70%	247,000	247,852
CD	GE Capital Bank	Wells Fargo	2/21/2019	1.65%	247,000	247,615
CD	Barclays Bank	Wells Fargo	4/15/2019	1.90%	247,000	249,135
CD	Discover Bank	Wells Fargo	6/18/2019	2.00%	247,000	249,131
CD	American Express	Wells Fargo	9/18/2019	2.10%	247,000	249,678
CD	Citi Bank	Wells Fargo	1/14/2020	2.10%	247,000	249,593
CD	HSBC Bank USA	Wells Fargo	3/30/2020	1.25%	246,000	246,149
CD	American Expr Cent	Wells Fargo	6/17/2020	2.25%	247,000	248,199
CD	Capital One Bank USA	Wells Fargo	6/17/2020	2.15%	247,000	248,202
CD	Capital One	Wells Fargo	8/26/2020	2.35%	247,000	250,902
CD	Everbank	Wells Fargo	8/28/2020	2.05%	247,000	248,790
Ckg	Lemoore Redevelopment Agcy	Union Bank	3/31/2017	0.01%	4,047,462	4,037,341
Ckg	RDA IOC Account	Union Bank	3/31/2017	0.01%	9,102	9,102
					<b>\$ 41,876,181</b>	<b>\$ 41,868,142</b>

Average weighted Yield to Maturity: 0.64%

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of the City of Lemoore. A copy of this Investment Policy is available at the Office of the Finance Director. The Investment Program herein shown provides sufficient cash flow liquidity to meet six months of estimated expenditures.

Signed:   
Heather J. Corder, Finance Director

**City of Lemoore**  
**Investments at Market Value by Maturity Date**  
**As of March 31, 2017**

Investments	1 Day to 180 Days	181 Days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	5+ years	Totals	Percent
CASH	15,478,936	-	-	-	-	-	-	15,478,936	36.97%
CD'S	692,273	498,853	1,899,566	1,243,685	996,093	-	-	5,330,470	12.73%
STATE POOL	16,075,909	-	-	-	-	-	-	16,075,909	38.40%
USGS	-	-	-	4,982,828	-	-	-	4,982,828	11.90%
<b>Totals</b>	<b>32,247,117</b>	<b>498,853</b>	<b>1,899,566</b>	<b>6,226,513</b>	<b>996,093</b>	<b>-</b>	<b>-</b>	<b>41,868,142</b>	<b>100.00%</b>
<b>Percent</b>	<b>77.02%</b>	<b>1.19%</b>	<b>4.54%</b>	<b>14.87%</b>	<b>2.38%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>100%</b>	<b>-</b>





**JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA**



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
03/20/17	0.83	0.78	188
03/21/17	0.83	0.78	185
03/22/17	0.83	0.78	184
03/23/17	0.83	0.78	184
03/24/17	0.83	0.78	186
03/25/17	0.83	0.78	186
03/26/17	0.83	0.78	186
03/27/17	0.83	0.78	181
03/28/17	0.83	0.78	180
03/29/17	0.84	0.78	180
03/30/17	0.85	0.78	181
03/31/17	0.85	0.78	180
04/01/17	0.86	0.86	181
04/02/17	0.86	0.86	181
04/03/17	0.86	0.86	183
04/04/17	0.86	0.86	184
04/05/17	0.86	0.86	184
04/06/17	0.87	0.86	181
04/07/17	0.87	0.86	181
04/08/17	0.87	0.86	181
04/09/17	0.87	0.86	181
04/10/17	0.87	0.86	181
04/11/17	0.87	0.87	181
04/12/17	0.87	0.87	183
04/13/17	0.88	0.87	182
04/14/17	0.88	0.87	182
04/15/17	0.88	0.87	182
04/16/17	0.88	0.87	181
04/17/17	0.88	0.87	183
04/18/17	0.89	0.87	183
04/19/17	0.89	0.87	183

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

**LAIF Performance Report**

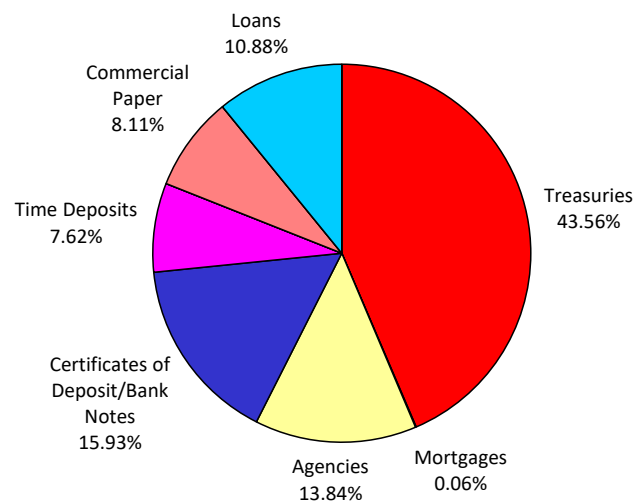
**Quarter Ending 03/31/17**

Apportionment Rate: 0.78%  
 Earnings Ratio: 0.00002126194403179  
 Fair Value Factor: 0.999175951  
 Daily: 0.85%  
 Quarter to Date: 0.78%  
 Average Life: 180

**PMIA Average Monthly  
Effective Yields**

**Mar 2017 0.821%**  
 Feb 2017 0.777%  
 Jan 2017 0.751%

**Pooled Money Investment Account  
Portfolio Composition  
03/31/17  
\$71.9 billion**





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## Staff Report

**Item No: 3-3**

**To: Lemoore City Council**  
**From: Darrell Smith, Chief of Police**  
**Date: April 5, 2017 Meeting Date: May 2, 2017**  
**Subject: Amendment to Lemoore High School Youth Development Officer Agreement**

**Strategic Initiative:**

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

**Proposed Motion:**

Approve Lemoore High School Youth Development Officer (YDO) Agreement, an agreement between the City of Lemoore and Lemoore Union High School District (LUHSD) pertaining to Youth Development police officer position; and authorize the Mayor to sign the Agreement.

**Subject/Discussion:**

For the past 18 years, the City of Lemoore has entered into an agreement with the Lemoore Union High School District to provide a full time police officer to the Lemoore High School campus, as well as Jamison High School and Lemoore Middle College High School. The Lemoore Union High School District pays fifty percent (50%) of the full City annualized costs (salary and benefits) of the Police Officer.

YDO's work closely LUHSD administrators in an effort to create a safer environment for both students and staff. Participation in this program, along with the YDO responsibilities, will include, but are not limited to, Project recruitment and facilitation; provide training to schools within the District; respond to calls for service incidents; teach classes; handle truancy issues; comply with legal reporting requirements and conduct proactive policing on campuses.

**Financial Consideration(s):**

The Lemoore Union High School District agrees to pay fifty percent (50%) of the full City annualized costs (salary and benefits) of the Police Officer.

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

- Promote positive relationships between the school, police, and the community.
- The YDO will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students.

**Cons:**

- None.

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends approval of the Lemoore High School YDO Agreement between the City and Lemoore High School district.

**Attachments:**

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

**Review:**

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

**Date:**

04/25/17

4/19/2017



**AGREEMENT BETWEEN  
THE CITY OF LEMOORE  
AND THE  
LEMOORE UNION HIGH SCHOOL DISTRICT  
FOR  
YOUTH DEVELOPMENT OFFICER SERVICES**

This Agreement is made by and between the Lemoore Union High School District (“District”) and the City of Lemoore Police Department, (“City,”) and replaces all prior agreements and understandings between the District and the City on the subject of Youth Development Officers (“YDO”) as is dated for reference purposes as of \_\_\_\_\_.

**Recitals**

The District and City desire to set forth the duties and responsibilities of the parties with respect to the YDO program.

The District and City desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and staff.

The District and City desire to promote positive relationships between the school, police, and the community.

The District and City agree as follows:

1. **Term of Agreement.** This Agreement shall be effective upon ratification by the District’s Governing Board and approval by the Lemoore City Council, and shall remain in effect until modified by mutual written agreement or terminated by either party with thirty (90) days advance written notice. In the event that any of the parties terminate this Agreement in the manner provided hererin, the District shall pay the City the balance due under this agreement prorated to the date of termination.
2. **Scope of Service.** The City agrees to assign one sworn police officer to serve as the SRO at the District’s schools. The YDO will be assigned to primarily work at Lemoore High School, but will also service Jamison High School and Lemoore Middle College High School as needed. The YDO will wear the regulation police uniform and operate a marked police patrol vehicle while on duty, unless otherwise authorized by a supervisor for a specific purpose. The YDO’s duties shall include but not be limited to:
  - 2.1. YDO will provide law enforcement expertise to assist the school staff in maintaining safety at school sites.

- 2.2. The YDO's investigation and questioning of students at school shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.
- 2.3. The YDO shall notify the school principal as soon as practical of any significant law enforcement actions taken by an YDO or other officer.
- 2.4. The YDO shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.
- 2.5. The YDO shall be responsible for monitoring the social and cultural environment around District schools to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the City and the District.
- 2.6. The YDO may become involved, through the school principal, with the school's curriculum and provide instructional presentations that enhance the students' understanding of the police mission and the responsibilities of citizenship. Any and all educational documents or materials prepared or caused to be prepared by the YDO pursuant to this Agreement shall be the property of the District at the moment of their completed preparation. Documents related to department investigations shall remain the property of the City.
- 2.7. The YDO will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The YDO will serve as a positive role model to students.
- 2.8. At the request of the school principal, the YDO shall attend suspension and expulsion hearings. The YDO shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The YDO shall also make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the City.
- 2.9. The YDO shall disseminate to school administrators and staff information on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.
- 2.10. The YDO will work to establish and maintain a collaborative partnership with the school administration to provide a safe school environment. The YDO will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.

- 2.11. The YDO will work to increase communication between law enforcement, students, school staff, and the community. The YDO will work to build positive working relationships with the school staff and parents.
- 2.12. The YDO shall provide and coordinate Police coverage for the District's school athletic events and social functions as agreed upon by the Superintendent and the City Chief of Police.
3. **Student Discipline.** The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
4. **Hours of Employment.** The YDO will 7:30-3:30 for the 180 scheduled school days, except for annual leave allowances, during the normal school year schedule. The City shall provide an officer in the absence of the assigned YDO for scheduled vacation and training days. Training absences will be kept to a minimum by being scheduled during the times that the District's schools are not in session.
5. **Selection of Law Enforcement Personnel.** The Department will be responsible for selecting which City employee will serve as the YDO, or the acting YDO for days when the designated YDO may be on leave, absent for training, or otherwise not available. The District may provide input regarding the selection of the YDO.
6. **Program Criteria.** The District and Department will work collaboratively to be responsive to evolving school and law enforcement requirements.
7. **Training and Supervision.** The YDO shall receive YDO's work assignments from the City and shall be supervised in the performance of YDO's duties by the City's Chief of the Department or designee. The City shall be responsible for training the YDO according to applicable law enforcement standards. The Superintendent of the District or designee will provide the City's Chief of the Department with information to assist in evaluating the YDO. Any disciplinary problems or alleged improprieties involving the YDO shall be brought to the attention of the City's Chief of the Department or designee.
8. **Employment.** The YDO is an employee of the City, and is not an employee or agent of the District. The YDO shall be subject to the administration, supervision, and control of the City. The YDO shall be subject to all personnel policies and practices of the City. The costs, availability, and administration of any and all uniform allowances, educational incentive pay, safety equipment, work related insurance, automobile insurance, liability insurance and deductibles, shall be the responsibility of the City.
9. **Student Records.**



- 9.1. The parties agree that the YDO shall be deemed to be a “school official” for the performance on YDO’s duties on behalf of District. The YDO shall therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the YDO to inspect and copy any student records maintained by the school for which the YDO has a “legitimate educational interest” within the scope of the YDO’s service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the YDO may not inspect or copy confidential student records outside the scope of the YDO’s service, except as allowed by law.
- 9.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the YDO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.
- 9.3. If confidential student record information is needed by the YDO but no emergency situation exists, unless section 9.4 applies, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.
- 9.4. Pursuant to Education Code section 48902, the principal or designee shall notify the YDO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student’s name or other identifying information to the YDO, along with information related to the underlying offence.
10. **Law Enforcement Records and Juvenile Case File Information.** Pursuant to Welfare and Institutions Code sections 827, 828.1 and 828.3, certain law enforcement records, probation reports and juvenile case file information may be provided to the District Superintendent or his/her designee. In addition to providing such information directly to the District Superintendent, the YDO may provide such information to the Principal of the school in which a minor student is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.
11. **Costs.** In exchange for the provision of YDO services,
  - a. The District agrees to pay the City as follows: fifty (50%) of the full City annualized costs (salary and benefits) of the Police Office.
  - b. The City agrees to pay the balance of the annualized costs: fifty percent (50%) without overtime.

- c. The District shall pay the sum of fifty percent (50%) to the City for contract services. Payments are to be made in two (2) installments with the first installment due January 1<sup>st</sup> and the second installment due June 30<sup>th</sup> of each year. The City will notify the District by May 1<sup>st</sup> of each calendar year what the annualized costs will be for the upcoming year.
  - d. The District shall be responsible for all school related overtime incurred by the YDO with prior written approval by the Superintendent or his/her designee on District related activities and the City shall be responsible for any additional overtime incurred by the YDO while performing non-District duties.
  - e. The District will, at its sole unreimbursed cost during the school year, provide site, staff support, and supplies as necessary and practical for the successful performance of the YDO's duties and responsibilities.
12. **Feedback and Evaluation.** The District and Department agree on the importance of evaluating the YDO program. The District and Department will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.
13. **Discrimination.** Neither the District nor the City shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.
14. **Indemnification.**
- 14.1 The District shall indemnify, defend, and hold harmless the City, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the District, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the District.
  - 14.2 The City shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the City, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the City.
  - 14.3 It is the intention of the District and City that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that

party, its officers, directors, agents, employees, volunteers, subcontractors, and governing board.

- 14.4 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.
15. **Applicable Laws.** City shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.
16. **Amendments.** No modification, amendment or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the District and City regarding the subject matter of this contract and supersedes all previous YDO agreements.
18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.
19. **Notices.** All notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To City :

119 Fox Street  
Lemoore, CA 93245

To District:

5 Powell Avenue  
Lemoore, CA 93245

The parties have executed this Agreement on the date written below.

**LEMOORE UNION HIGH SCHOOL DISTRICT**

By: \_\_\_\_\_  
Debbie Muro, Superintendent

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

**CITY OF LEMOORE**

By: \_\_\_\_\_  
Raymond Madrigal, Mayor

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







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## Staff Report

**Item No: 3-4**

**To:** Lemoore City Council  
**From:** Heather J. Corder, Finance Director  
**Date:** April 20, 2017 **Meeting Date:** May 2, 2017  
**Subject:** Quarterly Financial Report for Quarter Ending March 31, 2017  
**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:**

Receive and file the Quarterly Financial Report for the 3<sup>rd</sup> Quarter ending March 31, 2017.

### **Subject/Discussion:**

The Quarterly Financial report for the 3<sup>rd</sup> Quarter is for the quarter ending March 31, 2017. This is the 3<sup>rd</sup> quarterly report for fiscal year 2016/2017 and provides an analysis of the City budget and cash flows for the quarter, to provide assurance of budget compliance and for informational and comparative purposes throughout the year.

The report covers the General Fund and analyzes two measures of financial performance, Budget versus Actual and Actual versus Actual, for both revenues and expenditures (figures are unaudited and provide a snapshot in time). For accurate comparisons the cost allocations have been removed from the current fiscal year.

**Bottom Line:** The \$11.17 million dollar General Fund expenditure budget is projected to close the fiscal year at \$10.5 million, or at 94% of budget. The \$9.6 million dollar General Fund revenue budget is projected to close the fiscal year at \$8.9 million, or 93% of the budget.

The narrative in this 3rd quarter financial report that follows will go into greater detail and analysis.

#### DISCUSSION:

In this section of the report, a summary review is outlined of the two key measures of financial performance for the City budget, budget vs. actual and prior fiscal year actual vs. current fiscal year actual.

The General Fund expenditures are at 69% of the budget as of March 31, 2017. Since March is three quarters of the way through the fiscal year the expenditures are expected to be at 75%. The expenditures are 9% or \$703,850 under budget. Below is a summary presentation of the Budget vs Actual in Comprehensive Annual Financial Report (CAFR) format:

GENERAL FUND	FY 2016-17 Budget	FY 2016-17 Actual	Change	
			Dollar	%
<b>EXPENDITURES</b>				
General Government	2,011,027	1,179,301	(831,726)	59%
Public Safety	6,157,571	4,374,715	(1,782,856)	71%
Public Works	1,454,042	1,127,327	(326,715)	78%
Development Services	702,500	449,535	(252,965)	64%
Community Services	845,600	543,325	(302,275)	64%
<b>Total General Fund Expense</b>	<b>11,170,740</b>	<b>7,674,202</b>	<b>(3,496,538)</b>	<b>69%</b>

As shown above every department is under budget with General Government having the largest budget savings.

Compared to last fiscal year, General Government and Public Works are substantially less than prior year. Although the amount spent has increased over the prior fiscal year, the budget management has been superior to the prior year, and the City has stayed under budget as of the end of the 3<sup>rd</sup> quarter. The table below shows the Actual vs. Actual expenditures for the General Fund.

GENERAL FUND	FY 2015-16 Actual	FY 2016-17 Actual	Change	
			Dollar	%
<b>EXPENDITURES</b>				
General Government	1,760,576	1,179,301	(581,275)	-33%
Public Safety	4,724,074	4,374,715	(349,359)	-7%
Public Works	1,469,753	1,127,327	(342,426)	-23%
Development Services	168,581	449,535	280,955	167%
Community Services	664,171	543,325	(120,847)	-18%
<b>Total General Fund Expense</b>	<b>8,787,155</b>	<b>7,674,202</b>	<b>(1,112,952)</b>	<b>-13%</b>



The General Fund revenues are currently at 51% of budget. Due to timing, revenues may not align exactly with the budget. Below is a table with a CAFR perspective on General Fund revenues at the end of the 3<sup>rd</sup> quarter for fiscal year 2017.

GENERAL FUND	FY 2016-17 Budget	FY 2016-17 Actual	Change	
			Dollar	%
REVENUES				
Property taxes	1,997,900	1,457,917	(539,983)	73%
Other taxes	2,888,300	1,468,934	(1,419,366)	51%
Licenses and permits	463,200	244,975	(218,225)	53%
Charges for services	457,800	308,740	(149,060)	67%
Intergovernmental	2,352,500	1,257,948	(1,094,552)	53%
Fees and assessments	46,100	12,360	(33,740)	27%
Use of money and property	180,000	142,885	(37,115)	79%
Other revenue	1,202,100	43,375	(1,158,726)	4%
Admin Reimbursement	12,300	98	(12,202)	1%
				-
Total General Fund Revenue	9,600,200	4,937,231	(4,662,969)	49%

For comparison, below is a table with a CAFR perspective on General Fund revenues at the end of the 3<sup>rd</sup> quarter for fiscal year 2016 and 2017.

GENERAL FUND	FY 2015-16	FY 2016-17	Change	
	Actual	Actual	Dollar	%
REVENUES				
Property taxes	1,161,236	1,457,917	296,680	126%
Other taxes	1,299,357	1,468,934	169,577	113%
Licenses and permits	324,526	244,975	(79,551)	75%
Charges for services	327,565	308,740	(18,825)	94%
Intergovernmental	1,313,276	1,257,948	(55,329)	96%
Fees and assessments	46,299	12,360	(33,938)	27%
Use of money and property	215,876	142,885	(72,990)	66%
Other revenue	363,438	43,375	(320,064)	12%
Admin Reimbursement	107,236	98	(107,138)	0%
Total General Fund Revenue	5,158,809	4,937,231	(221,578)	-4%

**Projections:**

Due to increased attention to budget management and improved communication between Finance and other departments General Fund expenditures are projected to come in under budget by 5% for the fiscal year; a savings of \$700,000. However, General Fund revenues are projected to be 93% of the budget, or \$700,000 dollars less than budgeted. This will cause the General Fund to be out of balance by a projected amount of \$150,000.

**Financial Consideration(s):**

This is an information only management report. There is no financial consideration.

**Alternatives or Pros/Cons:**

**Pros:**

- Provides a timely update to the City Council on the City's financial status.
- Allows for timely course corrections, if needed.
- Provides transparency of the City's financial picture.

**Cons:**

- None noted.

**Staff Recommendation:**

Staff Recommends City Council receive and file the Quarterly Financial Report for the third quarter of the 2016-2017 fiscal year.

**Attachments:**

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

**Review:**

- ☒ Finance
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk

**Date:**

- 4/20/17
- 4/26/17
- 4/26/17
- 4/27/17



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## Staff Report

**Item No: 3-5**

**To:** Lemoore City Council  
**From:** Michelle Speer, Assistant to the City Manager  
**Date:** April 7, 2017      **Meeting Date:** May 2, 2017  
**Subject:** Letter of Support for Assembly Bill 176 – Friant Kern Canal: Water Conveyance Project

**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:**

Authorize execution of a letter of support for Assembly Bill 176 – Friant Kern Canal: Water Conveyance Project.

**Subject/Discussion:**

The Friant-Kern Canal is an essential part of the state's Central Valley Project (CVP) that conveys water from Friant Dam on the San Joaquin River near Fresno, southward to various Friant contractors along the east side of the San Joaquin Valley and ends at the Kern River near Bakersfield.

Currently, the Friant-Kern Canal has limited pump-back operational capacity, which is used to deliver the water from the Cross Valley Canal or water extracted from water banks on the Kern River fan. The Project would install permanent pump-back facilities with higher capacities along the southern portion of the Friant Kern Canal allowing water that was released for restoration flows on the San Joaquin River, captured downstream, and conveyed via the Cross Valley Canal, to be pumped back up the Friant Kern Canal to a number of Friant contractors.



Existing law authorizes the Department of Water Resources (DWR) to award grants to eligible projects consistent with an adopted integrated regional water management plan. AB 176 would appropriate \$7 million from the General Fund to DWR for the Friant-Kern Canal Reverse Flow Pump-Back Project. AB 176 will help improve the state's water infrastructure with a capital improvement project to deliver water throughout the system.

**Financial Consideration(s):**

No impact to the City's annual operating budget.

**Alternatives or Pros/Cons:**

**Pros:**

- Provides \$7 million in state funding to improve the State's water infrastructure

**Cons:**

- None noted

**Commission/Board Recommendation:**

Not applicable

**Staff Recommendation:**

City Staff recommends authorization of support for Assembly Bill 176 for increased water infrastructure projects on the Friant-Kern Canal.

**Attachments:**

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

**Review:**

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

**Date:**

4/25/17  
4/26/17  
4/27/17



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

May 2, 2017

The Honorable Rudy Salas  
Assemblyman, District 32  
State Capitol, Room 2188  
Sacramento, CA 95814

**RE: AB 176 – Friant Kern Canal: Water Conveyance Project**

Dear Assemblyman Salas:

On behalf of the City of Lemoore, we are pleased to inform you of our support for AB 176, which seeks to appropriate \$7 million from the state's General Fund for the Friant-Kern Canal Reverse Flow Pump-Back Project, a water conveyance project that will help improve the state's water infrastructure to deliver water throughout the system.

Currently, the Friant-Kern Canal has limited pump-back operational capacity, which is used to deliver the water from the Cross Valley Canal or water extracted from water banks on the Kern River. The Project would install permanent pump-back facilities with higher capacities along the southern portion of the Friant Kern Canal allowing water that was released for restoration flows on the San Joaquin River, captured downstream, and conveyed via the Cross Valley Canal, to be pumped back up the Friant Kern Canal to a number of Friant contractors. It is estimated that the project will take three years to complete.

The drought endured by the state has resulted in 2,200 groundwater wells drying up leaving small towns and residents in the Central Valley without access to safe drinking water supplies. Additional water supplies made available through this project would reduce the dependence on groundwater wells to offset unreliable surface deliveries on the west side of the San Joaquin Valley.

We have a unique window of opportunity to advance this project to further reduce water conveyance losses and improve the flexibility of operations within the Friant Division, including providing flexibility during dry years to recover groundwater banked during wet years.

AB 176 will add a critical water conveyance component that will improve the ability to weather future droughts and make the best use of water supplies in years of plenty.

For these reasons, the City of Lemoore strongly supports AB 176.

Sincerely,

Raymond Madrigal  
Mayor





**Assemblymember Rudy Salas, 32<sup>nd</sup> District**  
**ASSEMBLY BILL 176 – FRIANT KERN CANAL:**  
**WATER CONVEYANCE PROJECT**  
FACT SHEET

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## ISSUE

The Friant-Kern Canal is an essential part of the state's Central Valley Project (CVP) that conveys water from Friant Dam on the San Joaquin River near Fresno, southward to various Friant contractors along the east side of the San Joaquin Valley and ends at the Kern River near Bakersfield.

Currently, the Friant-Kern Canal has limited pump-back operational capacity, which is used to deliver the water from the Cross Valley Canal or water extracted from water banks on the Kern River fan. The Project would install permanent pump-back facilities with higher capacities along the southern portion of the Friant Kern Canal allowing water that was released for restoration flows on the San Joaquin River, captured downstream, and conveyed via the Cross Valley Canal, to be pumped back up the Friant Kern Canal to a number of Friant contractors.

The drought endured by the state has resulted in 2,200 groundwater wells drying up leaving small towns and residents in the Central Valley without access to safe drinking water supplies. Additional water supplies made available through this project would reduce the dependence on groundwater wells to offset unreliable surface deliveries on the west side of the San Joaquin Valley.

AB 935 (Salas) Chapter 601, Statutes of 2016 requires the Department of Water Resources (DWR), upon appropriation from the Legislature, to fund a reverse flow pump-back project on the Friant-Kern Canal to convey approximately 15,000-30,000 (average annual) acre-feet of water per year from the west side of the San Joaquin Valley to benefit a significant portion of the eastern San Joaquin Valley.

Upgraded facilities as a result of this project could further reduce conveyance losses and incorporate energy efficient pumping technologies, making more water available in the entire system while providing crucial water conveyance from east to west.

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## EXISTING LAW

Existing law establishes in the Natural Resources Agency the Department of Water Resources (DWR), which manages and undertakes planning with regard to water resources in the state.

Existing law authorizes DWR to award grants to eligible projects consistent with an adopted integrated regional water management plan.

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## THIS BILL

AB 176 would appropriate \$7 million from the General Fund to DWR for the Friant-Kern Canal Reverse Flow Pump-Back Project.

AB 176 will help improve the state's water infrastructure with a capital improvement project to deliver water throughout the system.

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## SUPPORT

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## OPPOSITION

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## FOR MORE INFORMATION

**Celia Mata**

P: (916) 319-2032

F: (916) 319-2132

[celia.mata@asm.ca.gov](mailto:celia.mata@asm.ca.gov)



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## Staff Report

**Item No: 3-6**

**To: Lemoore City Council**

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

**Date: April 7, 2017 Meeting Date: May 2, 2017**

**Subject: Letter of Support for Assembly Bill 188 – Vehicle Retirement**

**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:**

Authorize execution of a letter of support for Assembly Bill 188 – Vehicle Retirement.

**Subject/Discussion:**

Under the Enhanced Fleet Modernization Program (EFMP) and EFMP Plus-up pilot program, a qualified individual can trade in their high-polluting vehicle for a down payment on a fuel-efficient vehicle. The amount of the grant would depend on an individual's income level and the type of car they purchase. The money for this program comes from Green House Reduction Funds (GGRF) set aside for low-income communities (SB 535, De León). Current EFMP Plus-up pilot program affect the San Joaquin Air Pollution Control District and South Coast Air Quality Management District.

There is an increasing demand to replace older, high-polluting light-duty pickup trucks for more fuel-efficient light-duty trucks. However, the current fuel efficiency requirements of the EFMP programs make even the most fuel-efficient light-duty truck models ineligible through these programs.

Assemblyman Rudy Salas has introduced Assembly Bill 188 – Vehicle Retirement. AB 188 would direct the California Air Resource Board to apply the Enhanced Fleet Modernization Program (EFMP) and the EFMP Plus-up program existing miles per gallon (mpg) standards for minivans to light-duty pickup trucks, making them eligible to

*“In God We Trust”*

participate in the clean-air programs. This bill would apply to purchases who retire a pickup truck through EFMP or EFMP Plus-up programs.

**Financial Consideration(s):**

No impact to the City's annual operating budget.

**Alternatives or Pros/Cons:**

**Pros:**

- Would include light-duty pickup trucks and minivans as part of the EFMP and EFMP Plus-up programs.

**Cons:**

- None noted

**Commission/Board Recommendation:**

Not applicable

**Staff Recommendation:**

City Staff recommends authorization of support for Assembly Bill 188 – Vehicle Retirement.

**Attachments:**

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

**Review:**

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

**Date:**

4/25/17  
4/26/17  
4/27/17





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City Council

May 2, 2017

The Honorable Rudy Salas  
Assemblyman, District 32  
State Capitol, Room 2188  
Sacramento, CA 95814

**RE: AB 188 – Vehicle Retirement**

The City of Lemoore would like to express support for Assembly Bill 188, which will require the Air Resources Board (ARB) to update the guidelines for the enhanced fleet modernization program (EFMP) to make applicable to light-duty trucks the same fuel efficiency standard that is applicable to minivans.

The ARB has made great strides in combining emission reductions goals with reducing economic barriers to improve the quality of life in our communities, especially with EFMP and EFMP Plus-Up. EFMP and EFMP Plus-Up encourage drivers to turn in their older, high-polluting vehicles for down payments toward the purchase of a more efficient conventional, hybrid or plug-in electric vehicle.

While the state's existing vehicle replacement programs provide strong economic and environmental benefits, there are potential improvements that can be implemented to match these programs to the specific needs of the Central Valley. In particular, there is an opportunity to replace older, high-polluting light-duty pickup trucks with newer fuel-efficient light-duty pickup trucks. However, the current fuel efficiency requirements of the EFMP program make even the most fuel-efficient light-duty truck models ineligible for replacement.

This legislation will address a need that is not being met by current law, and we thank you for bringing this common-sense legislation forward.

Sincerely,

Raymond Madrigal  
Mayor



**Assemblymember Rudy Salas, 32<sup>nd</sup> District**  
**ASSEMBLY BILL 188 – VEHICLE RETIREMENT**  
FACT SHEET

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**ISSUE**

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In 2014, Senate Bill 1275 established the Charge Ahead California Initiative to provide incentives that increase the availability of zero-emission vehicles (ZEV) and near-zero-emission vehicles (NZEV) vehicles, particularly in disadvantaged and low-and-moderate-income communities.

Under the Enhanced Fleet Modernization Program (EFMP) and EFMP Plus-up pilot program, a qualified individual can trade in their high-polluting vehicle for a down payment on a fuel-efficient vehicle. The amount of the grant would depend on an individual's income level and the type of car they purchase. The money for this program comes from Green House Reduction Funds (GGRF) set aside for low-income communities (SB 535, De León). Current EFMP Plus-up pilot program affect the San Joaquin Air Pollution Control District and South Coast Air Quality Management District.

While the state's existing vehicle replacement programs provide strong economic and environmental benefits, there are improvements that can be implemented to match these programs to the specified needs of the Los Angeles, Inland Empire, and Central Valley air basins, which experiences some of the highest air pollution levels in the nation. There is an increasing demand to replace older, high-polluting light-duty pickup trucks for more fuel-efficient light-duty trucks. However, the current fuel efficiency requirements of the EFMP programs make even the most fuel-efficient light-duty truck models ineligible through these programs.

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**THIS BILL**

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AB 188 would direct the California Air Resource Board to apply the Enhanced Fleet Modernization Program (EFMP) and the EFMP Plus-up program existing miles per gallon (MPG) standards for minivans to light-duty pickup trucks, making them eligible to participate in the clean-air programs. This bill would apply to purchasers who retire a pickup truck through the EFMP or EMFP Plus-up program

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**SUPPORT**

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Valley Clean Air Now (CAN)

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**OPPOSITION**

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**FOR MORE INFORMATION**

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**Jose Alvarado**

Office of Asm. Rudy Salas

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F: (916) 319-2132

[Jose.Alvarado@asm.ca.gov](mailto:Jose.Alvarado@asm.ca.gov)



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## Staff Report

**Item No: 3-7**

**To: Lemoore City Council**

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

**Date: April 7, 2017 Meeting Date: May 2, 2017**

**Subject: Letter of Support for Assembly Bill 326 – Preventing Domestic Violence  
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:**

Authorize execution of a letter of support for Assembly Bill 326 – Preventing Domestic Violence.

**Subject/Discussion:**

According to National Domestic Violence Hotline, 1 in 3 women and 1 in 4 men in the United States have experienced rape or physical violence by an intimate partner in their lifetime. This means on average, 24 people per minute are victims of these crimes—totaling 12 million people over the course of one year. According to the California Partnership to End Domestic Violence, approximately 40% of women in California experience physical violence.

Many cases of domestic abuse go unreported. The trust that often exists between salon professionals and their clients creates an opportunity to connect victims of abuse with information about local services and resources.

Salon professionals can serve a helpful role in spotting signs of abuse and connecting victims that wish to seek out services with the appropriate resources. AB 326 seeks to educate salon professionals about the signs of domestic abuse, or sexual assault, as well as how to support and connect their clients with the help and assistance they need to move out of an abusive relationship or situation.

*“In God We Trust”*



**Financial Consideration(s):**

No impact to the City's annual operating budget.

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

- Would provide training to salon professionals regarding domestic violence and sexual assault awareness.
- Would instruct salon professionals on how to connect victims to services.

**Cons:**

- None noted

**Commission/Board Recommendation:**

Not applicable

**Staff Recommendation:**

City Staff recommends authorization of support for Assembly Bill 326 – Preventing Domestic Violence.

**Attachments:**

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

**Review:**

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

**Date:**

4/25/17

4/26/17

4/27/17



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

May 2, 2017

The Honorable Rudy Salas  
Assemblyman, District 32  
State Capitol, Room 2188  
Sacramento, CA 95814

**RE: AB 326 – Prevention of Domestic Violence**

The City of Lemoore is pleased to support Assembly Bill (AB) 326, designed to educate salon professionals about the signs of domestic abuse or sexual assault as well as how to support and connect their clients with resources for help.

We know that 1 in 3 women and 1 in 4 men in the United States have experienced rape or domestic violence in their lifetime. That means on average, 24 people per minute are victims of these crimes—totaling 12 million people over the course of one year.

Many cases of domestic abuse go unreported. The trust that often exists between professional hair stylists and their clients creates an opportunity to connect victims of domestic abuse with information about local services and resources. These professionals can serve a helpful role in spotting signs of abuse and connecting victims that wish to seek out services with the appropriate resources

AB 326 would require the State Board of Barbering and Cosmetology to include a course about domestic violence and sexual assault awareness as part of the licensing process. AB 326 is an important step in preventing domestic violence and sexual assault. This bill will provide victims with another avenue to access services and remove themselves from abusive situations.

For these reasons, the City of Lemoore urges your support of AB 326. If you have any questions regarding this matter please do not hesitate to contact me.

Sincerely,

Raymond Madrigal  
Mayor



**Assemblymember Rudy Salas, 32<sup>nd</sup> District**  
**ASSEMBLY BILL 326 – PREVENTING DOMESTIC VIOLENCE**  
FACT SHEET

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**ISSUE**

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According to National Domestic Violence Hotline, 1 in 3 women and 1 in 4 men in the United States have experienced rape or physical violence by an intimate partner in their lifetime. This means on average, 24 people per minute are victims of these crimes—totaling 12 million people over the course of one year. According to the California Partnership to End Domestic Violence, approximately 40% of women in California experience physical violence.

Many cases of domestic abuse go unreported. The trust that often exists between salon professionals and their clients creates an opportunity to connect victims of abuse with information about local services and resources.

Salon professionals can serve a helpful role in spotting signs of abuse and connecting victims that wish to seek out services with the appropriate resources.

---

**EXISTING LAW**

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The Barbering and Cosmetology Act establishes the State Board of Barbering and Cosmetology for the licensure and regulation of barbers, cosmetologists, estheticians, manicurists, electrologists, and apprentices.

Existing law requires the board to carry out a list of duties, including making rules and regulations, conducting and administering license examinations, and issuing licenses to qualified applicants.

Existing law requires the board to admit to a licensing examination an applicant who meets certain qualifications. Existing law requires the board to determine by regulation the required subjects of instruction to be completed in all approved courses.

---

**THIS BILL**

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AB 326 seeks to educate salon professionals about the signs of domestic abuse or sexual assault as well as how to support and connect their clients with the help and assistance they need to move out of an abusive relationship or situation.

AB 326 would require the State Board of Barbering and Cosmetology, as part of the licensing process, to include an hour course about domestic violence and sexual assault awareness and instruct licensees on how to connect victims to services.

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**FOR MORE INFORMATION**

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**Teodoro Martinez III**

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[teodoro.martinez@asm.ca.gov](mailto:teodoro.martinez@asm.ca.gov)





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## Staff Report

**Item No: 3-8**

**To: Lemoore City Council**  
**From: Michelle Speer, Assistant to the City Manager**  
**Date: April 7, 2017 Meeting Date: May 2, 2017**  
**Subject: Letter of Support for Assembly Bill 463 – Assumption Program of Loans for Education (APLE).**

**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:**

Authorize execution of a letter of support for Assembly Bill 463 – Assumption Program of Loans for Education (APLE).

**Subject/Discussion:**

The Assumption Program of Loans for Education (APLE) program, established in 1983, provides loan assumption benefits to credentialed teachers. Generally, APLE warrants are given to credential candidates, and then redeemed for the loan assumption benefit once the candidate has earned a credential and completed a year of eligible teaching.

The program, which is designed to increase the number of qualified teachers in disadvantaged schools or high-priority subject areas, "forgives" up to \$11,000 of college loan debt for a person who teaches for four consecutive years in a qualifying school or subject area; \$2,000 for the first year of teaching and \$3,000 for each of the next three years. Additional loan forgiveness of \$1,000 per year over the four years (a total of \$15,000) is provided for those who teach math, science or special education. AB 463 would revive this program by allocating \$5 million dollars from the general fund.

**Financial Consideration(s):**

No impact to the City's annual operating budget.

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

- Allocation of \$5 million from the State General Fund to continue to fund loan reimbursement to credentialed teachers.

**Cons:**

- None noted

**Commission/Board Recommendation:**

Not applicable

**Staff Recommendation:**

City Staff recommends authorization of support for Assembly Bill 463 – Assumption Program of Loans for Education (APLE).

**Attachments:**

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

**Review:**

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

**Date:**

4/25/17  
4/26/17  
4/27/17



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City Council

May 2, 2017

The Honorable Rudy Salas  
Assemblyman, District 32  
State Capitol, Room 2188  
Sacramento, CA 95814

**RE: AB 463 – Assumption Program of Loans for Education (APLE)**

The City of Lemoore is pleased to support Assembly Bill (AB) 463, which provides loan assumption benefits to credentialed teachers. The program, which is designed to increase the number of qualified teachers in disadvantaged schools or high-priority subject areas, “forgives” up to \$11,000 in student loan debt for qualified individuals.

Enrollment in teaching programs has decreased seventy-six percent (76%) since 2002 and currently seventy-five percent (75%) of school districts report shortages. This, along with the high number of teacher retirements, has caused a significant teacher shortage statewide, especially in science, technology, engineering, math (STEM) and special education subject areas.

The large number of vacancies has led districts to rely on substitute teachers or hire uncredited teachers. A loan assumption program has historically served as a beneficial incentive to attract highly qualified, credentialed teachers.

For these reasons, the City of Lemoore urges your support of AB 463.

Sincerely,

Raymond Madrigal  
Mayor





**Assemblymember Rudy Salas, 32<sup>nd</sup> District**  
**ASSEMBLY BILL 463 – ASSUMPTION PROGRAM OF LOANS FOR EDUCATION (APLE)**  
**FACT SHEET**

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## ISSUE

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Enrollment in teaching programs has decreased seventy-six percent since 2002 and currently seventy-five percent of school districts report shortages. This, along with the high number of teacher retirements, has caused a significant teacher shortage statewide, especially in science, technology, engineering, math (STEM) subjects and special education.

The large number of vacancies has led districts to rely on substitute teachers or hire uncredited teachers. A loan assumption program has historically served as a beneficial incentive to attract highly qualified, credentialed teachers. According to the California School Boards Association, two-thirds of those entering the teaching profession borrow money to pay for their education, resulting in an average debt of \$20,000 for those with a bachelor degree and \$50,000 for those with a masters degree. By reducing the financial burden on new teachers, AB 463 will attract new people to the profession and reduce the severe shortage of credentialed teachers in high need areas.

## THIS BILL

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The Assumption Program of Loans for Education (APLE) program, established in 1983, provides loan assumption benefits to credentialed teachers. Generally, APLE warrants are given to credential candidates and then redeemed for the loan assumption benefit once the candidate has earned a credential and completed a year of eligible teaching. The program, which is designed to increase the number of qualified teachers in disadvantaged schools or high-priority subject areas, "forgives" up to \$11,000 of college loan debt for a person who teaches for four consecutive years in a qualifying school or subject area--\$2,000 for the

first year of teaching and \$3,000 for each of the next three years. Additional loan forgiveness of \$1,000 per year over the four years (a total of \$15,000) is provided for those who teach math, science or special education. AB 463 would revive this program by allocating \$5 million dollars from the general fund.

## SUPPORT

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## OPPOSITION

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## FOR MORE INFORMATION

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**Jose Alvarado**  
Office of Asm. Rudy Salas  
P: (916) 319-2032  
F: (916) 319-2132  
[Jose.Alvarado@asm.ca.gov](mailto:Jose.Alvarado@asm.ca.gov)



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

## Staff Report

**Item No: 3-9**

**To: Lemoore City Council**

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

**Date: April 7, 2017 Meeting Date: May 2, 2017**

**Subject: Letter of Support for Assembly Bill 1147 – Recyclable Materials**

**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:**

Authorize execution of a letter of support for Assembly Bill 1147 – Recyclable Materials.

**Subject/Discussion:**

The passage of AB 939 in 1989 led local agencies to implement additional curbside recycling programs as a supplement to regular trash service. More than 600 such programs now operate in the state.

The theft of recyclable materials from curbside residential and commercial containers has plagued recycling programs from its inception. Collection charges are fixed by local governments, and presume a certain amount of revenue coming from the program as a result of the sale of high value commodities. When these high value materials are stripped out of the stream, the rates are insufficient to cover the programs operating cost.

In the most egregious cases, scavenging has become a large-scale commercial enterprise with fleets of vehicles monitoring collection routes, openly operating in neighborhoods on designated collection days. Local governments and agencies are allowed to go after these scavengers and recuperate their cost, but current code makes no provision for the recovery of reasonable attorneys' fees and costs in any civil action

brought to enforce either law. As a result, violations of these laws are often not prosecuted.

**Financial Consideration(s):**

No impact to the City's annual operating budget.

**Alternatives or Pros/Cons:**

**Pros:**

- Ensures local agencies have the protections necessary to operate viable recycling programs.
- Helps to prevent poaching by illegal scavenging operations.

**Cons:**

- None noted

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

City Staff recommends authorization of support for Assembly Bill 1147 – Recyclable Materials.

**Attachments:**

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

**Review:**

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

**Date:**

4/25/17  
4/26/17  
4/27/17





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

May 2, 2017

The Honorable Rudy Salas  
Assemblyman, District 32  
State Capitol, Room 2188  
Sacramento, CA 95814

**RE: AB 1147 – Recyclable Materials**

The City of Lemoore is pleased to support Assembly Bill (AB) 1147, which will help curtail unlawful interference with local solid waste and recycling programs.

In many cases, unlawful scavenging has evolved into large-scale commercial businesses, with fleets of vehicles monitoring collection routes. These businesses operate in neighborhoods on the designated collection day to empty recycling containers of valuable commodities, only minutes ahead of the authorized recycling agent.

While current law allows authorized recycling agents to pursue civil action against recycling scavengers and seek penalties, the law does not allow for the recovery of reasonable attorney fees and costs related to these actions. Amending the law to provide for the recovery for reasonable attorney fees, expert witness fees and related litigation costs will provide a needed mechanism to discourage the widespread and large-scale illegal scavenging that occurs in some communities.

Sincerely,

Raymond Madrigal  
Mayor



**Assemblymember Rudy Salas, 32<sup>nd</sup> District**  
**ASSEMBLY BILL 1147 – RECYCLABLE MATERIALS**  
FACT SHEET

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## ISSUE

The passage of AB 939 in 1989 led local agencies to implement additional curbside recycling programs as a supplement to regular trash service. More than 600 such programs now operate in the state.

The theft of recyclable materials from curbside residential and commercial containers has plagued recycling programs from its inception. Collection charges are fixed by local governments, and presume a certain amount of revenue coming from the program as a result of the sale of high value commodities. When these high value materials are stripped out of the stream, the rates are insufficient to cover the programs operating cost.

In the most egregious cases, scavenging has become a large scale commercial enterprise with fleets of vehicles monitoring collection routes, openly operating in neighborhoods on designated collection days. Local governments and agencies are allowed to go after these scavengers and recuperate their cost, but current code makes no provision for the recovery of reasonable attorneys' fees and costs in any civil action brought to enforce either law. As a result, violations of these laws are often not prosecuted.

---

## THIS BILL

This measure would ensure that local government agencies have the protections in place to have viable recycling programs and prevent poaching by illegal scavenging operations.

AB 1147 would amend the law to allow for the recovery of reasonable attorneys' fees.

*Note:* Nothing in this measure would limit the rights of any person to donate, sell, or otherwise dispose of his or her recyclable materials. This measure will not affect people who individually collect cans and bottles from curbside pickups.

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## SUPPORT

California Refuse Recycling Council (Sponsor)  
Recology  
Waste Management  
Kern Refuse Disposal Inc.  
Los Angeles County Waste Management Association  
Inland Empire Disposal Association  
Solid Waste Association of Orange County  
Zanker Recycling  
Heffernan Insurance Brokers  
CR&R Environmental Services  
Atlas Disposable Industries  
Gilton Solid Waste Management, Inc.  
Bay Counties Smart  
Northern Recycling & Waste Services  
Davis Waste Removal  
BLT Enterprises  
South San Francisco Scavenger Company, Inc  
Garden City Sanitation, Inc.  
Westhoff, Cone, & Holmstedt  
Green, Hasson, Janks  
East Bay Sanitary Company

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## OPPOSITION

None

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## FOR MORE INFORMATION

**Jose Alvarado**  
Office of Asm. Rudy Salas  
P: (916) 319-2032  
F: (916) 319-2132  
[Jose.Alvarado@asm.ca.gov](mailto:Jose.Alvarado@asm.ca.gov)



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## Staff Report

**Item No: 3-10**

**To:** Lemoore City Council  
**From:** Michelle Speer, Assistant to the City Manager  
**Date:** April 26, 2017      **Meeting Date:** May 2, 2017  
**Subject:** Letter of Support for Assembly Bill 1279 – Valley Fever Research and Reporting

**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:**

Authorize execution of a letter of support for Assembly Bill 1279 – Valley Fever Research and Reporting.

**Subject/Discussion:**

According to the Center for Disease Control (CDC), between 1999 and 2011, the rate of Valley Fever infections in California rose more than 600 percent, from 939 to 5,697 cases reported.

California does not currently have an official statewide database to track the rate of Valley Fever infections and is not currently funding any research programs. The inability to streamline reporting of infections makes it difficult to target resources.

In 2015, for which the most recent data is available, according to the California Department of Public Health (CDPH):

- 37 counties reported cases in 2015.
- 3,064 confirmed Valley Fever cases in 2015.
- 1,076 of 2015 reported cases from Kern County.

*“In God We Trust”*



Existing law requires CDPH to establish a list communicable and non-communicable diseases and conditions and to specify reporting requirements for each disease and condition.

AB 1279 will allocate \$2 million for Valley Fever research and will streamline and enhance reporting of valley fever infections.

**Financial Consideration(s):**

No impact to the City's annual operating budget.

**Alternatives or Pros/Cons:**

Pros:

- Provides \$2 million in state funding for Valley Fever research and will streamline reporting of valley fever infections.

Cons:

- None noted

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

City Staff recommends authorization of support for Assembly Bill 1279 for valley fever research and reporting.

**Attachments:**

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

**Review:**

- ☐ Finance
- ☐ City Attorney
- ☒ City Manager 4/26/17
- ☒ City Clerk 4/27/17

**Date:**



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

May 2, 2017

The Honorable Rudy Salas  
State Capitol, Room 4016  
Sacramento, CA 95814

**RE: AB 1279 (Salas) – Valley Fever Research & Reporting – SUPPORT**

Dear Assembly Member Salas:

The City of Lemoore is pleased to strongly support Assembly Bill 1279, which would allocate \$2 million for Valley Fever research and will streamline and enhance reporting of infections.

Valley Fever is an infectious disease caused by a fungus, which lives in the soil and dirt in dry areas especially in parts of California affected by drought conditions. The fungus infects the lungs causing flu-like symptoms. When Valley Fever is severe, patients may need to be hospitalized and in rare cases, the infection can spread beyond the lungs to other organs.

California does not currently have an official statewide database to track the rate of Valley Fever infections and is not currently funding any research programs. The inability to streamline reporting of infections makes it difficult to target resources.

According to the Center for Disease Control (CDC), between 1999 and 2011, the rate of Valley Fever infections in California rose more than 600 percent, from 939 to 5,697 cases reported. As of January 2017, San Luis Obispo County has confirmed 26 valley fever cases resulting in two deaths. Confirmed reports of 2016 valley fever cases are not expected to be public until April 2017. In 2015, for which the most recent data is available, according to the California Department of Public Health (CDPH):

- 37 counties reported cases of Valley Fever in 2015.
- 3,064 confirmed Valley Fever cases in 2015.
- 1,076 of 2015 reported cases from Kern County.

Outside of California, Valley Fever is found in areas of Arizona, Nevada, New Mexico, Utah, Texas, and parts of Mexico and Central and South America.

Tracking the rate of Valley Fever infections has challenged doctors and local health departments. In addition, inconsistencies and lapses of time in reporting infections make it difficult to target resources.

AB 1279 will streamline reporting and invest in necessary research and help health officials better understand the fluctuations in the number of Valley Fever cases. For these reasons, the City of Lemoore strongly supports AB 1279. If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Raymond Madrigal  
Mayor





**Assemblymember Rudy Salas, 32<sup>nd</sup> District**  
**ASSEMBLY BILL 1279 – VALLEY FEVER RESEARCH & REPORTING**  
FACT SHEET

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### **ISSUE**

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According to the Center for Disease Control (CDC), between 1999 and 2011, the rate of Valley Fever infections in California rose more than 600 percent, from 939 to 5,697 cases reported.

California does not currently have an official statewide database to track the rate of Valley Fever infections and is not currently funding any research programs. The inability to streamline reporting of infections makes it difficult to target resources.

At the federal level, the CDC has never reported more than 23,000 cases nationwide, despite estimates that the disease infects more than 150,000 people across the Southwestern United States, according to the Center for Health Journalism.

As of January 2017, San Luis Obispo County has confirmed 26 valley fever cases resulting in two deaths. Confirmed reports of valley fever cases in 2016 are not expected to be public until April 2017.

In 2015, for which the most recent data is available, according to the California Department of Public Health (CDPH):

- 37 counties reported cases in 2015.
- 3,064 confirmed Valley Fever cases in 2015.
- 1,076 of 2015 reported cases from Kern County.

Outside of California, Valley Fever is found in areas of Arizona, Nevada, New Mexico, Utah, Texas, and parts of Mexico and Central and South America.

Valley Fever is an infectious disease caused by a fungus which lives in the soil and dirt in dry areas especially in parts of California affected by drought conditions. The fungus infects the lungs causing flu-like symptoms. When Valley Fever is severe, patients may need to be hospitalized and in rare cases, the infection can spread beyond the lungs to other organs.

Anyone who lives in, visits, or travels through endemic areas is at risk of contracting Valley fever. More than 60% of people with Valley Fever are unaware of their infection. Symptoms are similar to those of other common illnesses so valley fever is often misdiagnosed.

### **EXISTING LAW**

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Existing law requires CDPH to establish a list communicable and noncommunicable diseases and conditions and to specify reporting requirements for each disease and condition.

### **THIS BILL**

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AB 1279 will allocate \$2 million for Valley Fever research and will streamline and enhance reporting of valley fever infections.

### **SUPPORT**

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- Kern County Board of Supervisors
- Valley Fever Survivor

### **FOR MORE INFORMATION**

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**Teodoro Martinez III**  
Office of Asm. Rudy Salas  
P: (916) 319-2032  
F: (916) 319-2132  
[teodoro.martinez@asm.ca.gov](mailto:teodoro.martinez@asm.ca.gov)



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## Staff Report

**Item No: 3-11**

**To: Lemoore City Council**

**From: Darrell Smith, Acting City Manager**

**Date: April 19, 2017 Meeting Date: May 2, 2017**

**Subject: Budget Amendment for Fiscal Year 2016/2017 – Increase in Benefits for Executive Management Employees to Maintain Internal Parity of Benefits – Resolution 2017-08**

**Strategic Initiative:**

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

**Proposed Motion:**

Approve by resolution 2017-08 approving a budget amendment for FY 16/17 for \$4,461.00 and increasing benefits of executive management employees in order to maintain internal parity of benefits.

**Subject/Discussion:**

As a result of an internal pay audit and in an effort to create a parity of benefits across the executive management team, the City Council is requested to consider a benefit change to the deferred compensation portion of benefits currently received by some members, but not all members of the Executive Management Team. The request is to have the City pay 4% with an additional 2% City match if the employee contributes 2%. This requested change will maintain a shared sense of internal equity and fairness.

**Financial Consideration(s):**

For the remainder of FY 2016-2017, the increased cost to the City would be \$4,461.

**Alternatives or Pros/Cons:**

**Pros:**

- Creates internal parity of benefits for the executive management team
- Internal pay equity increases transparency and fairness
- Remedies unintended consequences of past executive compensation decisions
- Leads to better employee relations and a stronger organization

**Cons:**

- Requested changes not budgeted for FY 16/17

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Approve by resolution, budget amendment for FY 16/17.

**Attachments:**

☒ Resolution: 2017-08  
☐ Ordinance:  
☐ Map  
☐ Contract  
☐ Other  
List:

**Review:**

☒ Finance  
☒ City Attorney  
☒ City Manager  
☒ City Clerk

**Date:**

4/25/17  
4/25/17  
4/20/17  
4/27/17



**RESOLUTION NO. 2017-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
APPROVING CHANGES IN BENEFITS FOR EXECUTIVE STAFF POSITIONS  
OF THE CITY AND APPROVING A BUDGET AMENDMENT TO FISCAL  
YEAR 2016/2017**

**WHEREAS**, an internal pay audit resulted in the discovery of a disparity in benefits received among executive management staff members; and

**WHEREAS**, for fairness and to maintain a parity of benefits it is necessary to change the deferred compensation benefit so that all members of the Executive Management Team receive the same deferred compensation benefits; and

**WHEREAS**, for purposes of this Resolution only, the Executive Management Team is defined as, Finance Director, Chief of Police, Community Development Director, Parks and Recreation Director, Public Works Director, Assistant to the City Manager, City Clerk/Human Resource Manager; and

**WHEREAS**, the City of Lemoore, through its City Manager, proposes that in addition to the 4% contribution already received, the Executive Management Team, as defined in this Resolution, will receive an additional 2% City match, if the employee contributes 2% above the 4% benefit currently received; and

**WHEREAS**, approval of the new benefit as described herein, will require a change to the approved 2016-2017 fiscal budget previously approved by the Council, in the amount of \$4,461.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemoore approves the increase in deferred compensation for the Executive Management positions, Finance Director, Chief of Police, Community Development Director, Parks and Recreation Director, Public Works Director, Assistant to the City Manager, City Clerk/Human Resource Manager, to include an additional 2% City match, if the employee contributes 2% over the 4% already provided by the City; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Lemoore approves and amends the budget for the 2016-2017 fiscal year in the amount of \$4,461.

\* \* \* \* \*

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a Regular Meeting held on the 2<sup>nd</sup> day of May 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

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Mary J. Venegas  
City Clerk

---

Ray Madrigal  
Mayor

EXHIBIT A

NON-SAFETY

Accountant  
Administrative Analyst – Administrative  
Administrative Analyst – Public Works  
City Clerk/Administrative Secretary  
City Manager  
Finance Director  
Housing Specialist/Executive Secretary  
Office Manager  
Parks and Recreation Director  
Planning/Public Works Director  
Police Records Supervisor  
Project Manager  
Superintendent – Building Inspection  
Superintendent – Maintenance & Fleet  
Superintendent – Refuse  
Superintendent – Sewer  
Superintendent – Water



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## Staff Report

Item No: 4-1

**To:** Lemoore City Council  
**From:** Steve Brandt, City Planner  
**Date:** April 18, 2017 **Meeting Date:** May 2, 2017  
**Subject:** General Plan Amendment No. 2017-01 and Change of Zone No. 2017-02: A request to change the General Plan land use designation from Professional Office to Light Industrial, and to change the zoning from DMX-3 (Downtown Mixed Use – Transitional) to ML (Light Industrial.) The site is located at 358 F Street in Lemoore (APN 020-015-013) – Resolution 2017-09 and Ordinance 2017-05

### Strategic Initiative:

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

### Proposed Motion:

Approve General Plan Amendment No. 2017-01 and Change of Zone No. 2017-02 by adoption of Resolution No. 2017-09, and Introduction (first reading) of Ordinance No. 2017-05.

### Project Proposal:

This project proposal is a request for a General Plan Amendment and Zone Change of the identified property. The General Plan Amendment is proposing to change the General Plan land use designation from Professional Office to Light Industrial and the Zone Change is proposed to change the zoning from DMX-3 (Downtown Mixed Use – Transitional) to ML (Light Industrial). This will enable the applicant to continue operation of the existing light industrial uses with the opportunity to expand the existing facilities in the future.

The applicant, John Gibson, has been operating Gibson Gates & Fencing Systems at the site for several years. The site contains two buildings and space for outdoor storage. It is



surrounded by a chain link fence with slats. The site across the alley to the north is also part of the business, but is not part of this application.

Currently the business is a legal nonconforming use. Per the Lemoore Zoning Ordinance (Title 9) Chapter 2, Article C – Nonconforming Uses, Structures, and Properties states “a nonconforming use may continue to operate in perpetuity, be transferred, or be sold, provided that the use shall not be enlarged or intensified, nor be expanded to occupy a greater area than it lawfully occupied before becoming nonconforming.” The applicant wishes to have the opportunity to expand the existing facilities in the future, which would include storage structures within the boundaries of the property. No plans to expand the properties facilities have been proposed at this time.

If the amendments are approved, the property will change from a nonconforming use to an allowed use. The modification of the zoning ordinance will alleviate any discrepancy for the proposed project to potentially expand in the future. Since the site to the north is not part of the application, it will remain nonconforming, meaning that the storage of materials can continue, but no buildings can be built there.

The site originally contained the City corporation yard. Prior to the General Plan Update in 2007, the applicant purchased the site from the City. That purchase agreement stated that the City Council would be brought a request to consider changing the site’s general plan designation and zoning to Light Industrial. The request was brought forward, and the Council at the time approved the change to Light Industrial. However, a few years later the Citywide General Plan Update in 2007 changed the site again to Professional Office and DMX-3, which made the use nonconforming.

There have been no complaints about the use filed with the City staff. Staff sees this situation as an unintended consequence of the comprehensive General Plan Update. The proposed amendments would restore the site to an allowed industrial use status, allowing the business to continue to operate and the ability to expand should the opportunity arise in the future. Changing the site back to Light Industrial would not result in spot zoning because there is Light Industrial zoning across the street to the west (Leprino.)

The project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that this project may have a significant effect on the environment; therefore, the activity is not subject to CEQA. [Reference: State CEQA Guidelines sec. 15061(b)(3), General Rule Exemption]

**Financial Consideration(s):**

The proposed changes will not have a financial effect on the City of Lemoore.

**Alternatives or Pros/Cons:**

The City Council could choose to deny the general plan amendment and zone change. The effect of a denial will be that the property owner may continue to operate as a legal nonconforming use, but will not be allowed to expand or construct additional buildings on the site.

**Commission/Board Recommendation:**

The Planning Commission held a public hearing to review the proposed general plan amendment and zone change on April 10, 2017. The Commission voted 4-0 (3 absences) to recommend approval of the proposed changes.

**Staff Recommendation:**

Staff recommends City Council hold a public hearing on the proposed general plan amendment and zone change; approve the general plan amendment by resolution; waive the reading of the Ordinance in its entirety, and set the second reading of the Ordinance for the next regular City Council meeting. The Ordinance will take effect 30 days following adoption.

**Attachments:**

- ☒ Resolution: 2017-09
- ☒ Ordinance: 2017-05
- ☒ Map
- ☐ Contract
- ☐ Other
- List:

**Review:**

- ☒ Finance
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk

**Date:**

4/25/17  
4/26/17  
4/26/17  
4/27/17



**Vicinity Map**  
**GPA No. 2017-01 and COZ No. 2017-02**

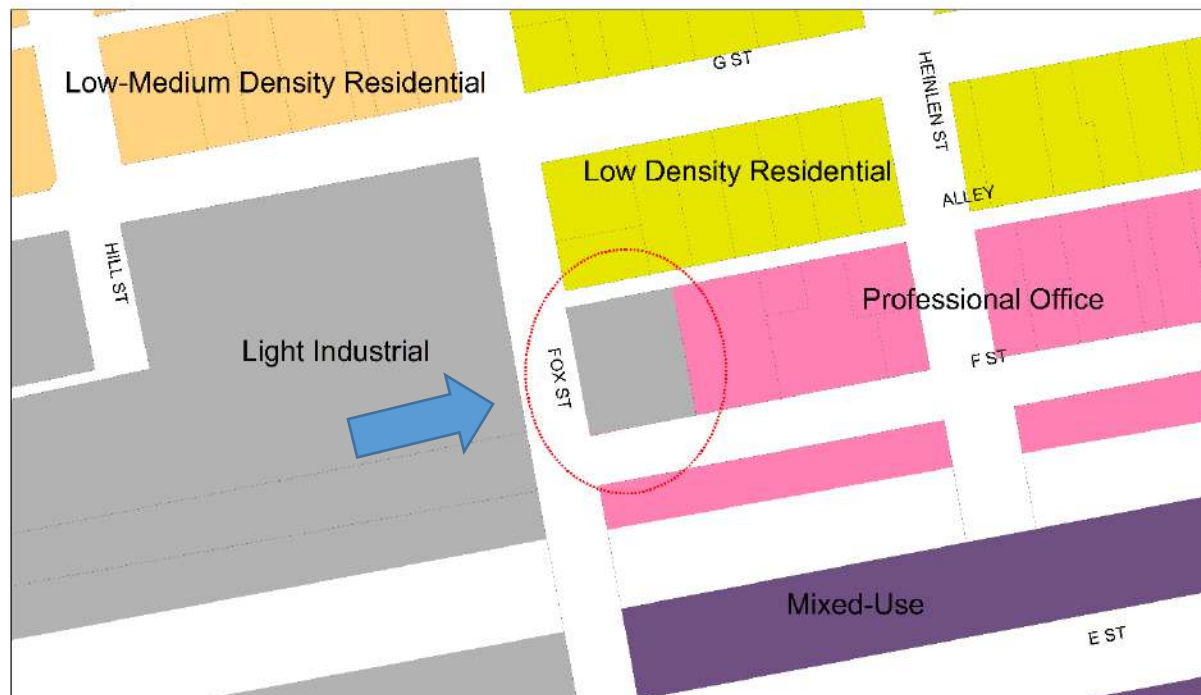




### BEFORE GENERAL PLAN AMENDMENT



### AFTER GENERAL PLAN AMENDMENT



**Map of Existing and Proposed General Plan Land Use Designations  
GPA No. 2017-01 and COZ No. 2017-02**



**RESOLUTION NO. 2017-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
APPROVING GENERAL PLAN AMENDMENT NO. 2017-01**

**WHEREAS**, John Gibson has requested a general plan amendment to change the land use designation in the General Plan from Professional Office to Light Industrial on property at 358 F Street in Lemoore (APN 020-015-013); and

**WHEREAS**, the site currently contains light industrial facilities including an enclosed workspace and storage structures; and

**WHEREAS**, the land use designation on the parcel at one time was Light Industrial, and then was changed to Professional Office with the comprehensive General Plan Update; and

**WHEREAS**, no changes are proposed to the operation of the facility at this time; and

**WHEREAS**, the project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that this project may have a significant effect on the environment; therefore, the activity is not subject to CEQA. [Reference: State CEQA Guidelines sec. 15061(b)(3), General Rule Exemption]; and

**WHEREAS**, the Lemoore Planning Commission has recommended approval of the general plan amendment after holding a duly noticed public hearing on April 10, 2017; and

**WHEREAS**, the Lemoore City Council held a duly noticed public hearing at its May 2, 2017, meeting.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemoore concurs that no significant environmental impacts would result from the identified project.

**BE IT FURTHER RESOLVED** that the City Council of the City of Lemoore approves General Plan Amendment No. 2017-01, based on the evidence present and the following specific findings:

1. The general plan amendment is in the public interest and the General Plan, as amended, will remain internally consistent.
2. Without the change to the General Plan, the existing business would not be allowed to expand facilities, as it would be in violation of the City Zoning Ordinance.

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a Regular Meeting held on the 2<sup>nd</sup> day of May 2017 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

---

Mary J. Venegas  
City Clerk

---

Ray Madrigal  
Mayor

**ORDINANCE NO. 2017-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
APPROVING ZONE CHANGE NO. 2017-02, CHANGING THE ZONING MAP TO  
REZONE THE PROPERTY LOCATED AT 358 F STREET IN THE  
CITY OF LEMOORE (APN 020-015-013) FROM DMX-3 (DOWNTOWN MIXED USE –  
TRANSITIONAL) TO ML (LIGHT INDUSTRIAL)**

**THE CITY COUNCIL OF THE CITY OF LEMOORE HEREBY DOES ORDAIN:**

**SECTION 1. FINDINGS.**

- (a) The property owner of property located at 358 F Street (APN 020-015-013) has requested a zone change from DMX-3 (Downtown Mixed Use – Transitional) to ML (Light Industrial.)
- (b) On April 10, 2017, the Planning Commission of the City of Lemoore held a public hearing, reviewed the proposal, and recommended approval of the zone change to the City Council.
- (c) This ordinance is consistent with the City of Lemoore General Plan, Lemoore Municipal Code and the Zoning Ordinance and would not be detrimental to the public interest, health, safety, convenience, and welfare of the City.
- (d) This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

**SECTION 2.** The property located at 358 F Street in the City of Lemoore (APN 020-015-013) is hereby rezoned from DMX-3 (Downtown Mixed Use – Transitional) To ML (Light Industrial) in accordance with Title 9 of the City Municipal Code. The official Zoning Map shall be amended to reflect this change.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Lemoore held on the 2<sup>nd</sup> day of May 2017 and was passed and adopted at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_ 2017 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

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

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



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## Staff Report

**Item No: 4-2**

**To: Lemoore City Council**

**From: Steve Brandt, City Planner**

**Date: April 18, 2017 Meeting Date: May 2, 2017**

**Subject: Zoning Text Amendment No. 2016-03: Amendments to portions of the following articles within the Lemoore Municipal Code related to Zoning and Subdivisions: Article A of Chapter 4 of Title 9 (Land Use Definitions); Article B of Chapter 4 of Title 9 (Allowed Uses and Required Entitlements); Article D of Chapter 4 of Title 9 (Accessory Dwelling Units, Manufactured Homes, and Shopping Carts); Article E of Chapter 5 of Title 9 (Standards for Off Street Parking); Article F of Chapter 5 of Title 9 (Standards for Permanent On Site Signs and Flags); and Chapter 10 of Title 7 (Public Facilities Maintenance Districts and Homeowner's Associations) and Article C of Chapter 5 of Title 9 (Design Standards for Big Box Stores, Discount Clubs, and Discount Superstores.) – Ordinance 2017-06**

### **Strategic Initiative:**

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

### **Proposed Motion:**

Approve the introduction (first reading) of Ordinance No. 2017-06, making the changes to the Lemoore Municipal Code, as identified therein.

### **Project Proposal:**

City Staff is requesting consideration for several text amendments by City Council. Some of the amendments are proposed to assure the Zoning Ordinance is understandable and internally consistent. Other proposed amendments represent a proactive approach by City Staff to mitigate potential future concerns. The remaining proposed changes are in response to changes in State law.

*"In God We Trust"*



The specific proposed text changes are shown in Attachment A with new wording in underline, and wording to be removed in ~~strikeout~~. The following is a summary of each proposed change.

1. Outdoor Commercial Barbeques. Outdoor commercial barbeques are not currently regulated by zone. The text amendment proposes a definition for outdoor commercial barbeques and defines the locations in which they would be permissible (commercial zones and the downtown's DMX-1 and DMX-2 zones), and denotes a requirement for an administrative use permit.
2. Vaping Shops. The proposed ordinance change is worded so that vaping shops are to be regulated similar to smoke shops.
3. Second Dwelling Units. State law requires that cities allow second dwelling units in single-family residential zones by right, but allows cities to apply certain design standards. State law was recently changed (SB 1069), and the proposed text changes would bring Lemoore's requirements into compliance with the new law. The most obvious change is that the State would like second dwelling units to now be called "accessory dwelling units."
4. Manufactured Homes. State law requires that manufactured homes be allowed wherever traditionally built single-family homes are built. However, cities may put certain limits on design, and on the age of new installations. The City of Lemoore does not currently have these allowed limits. The proposed new text would require certain design changes to ensure that the home looks, and operates, like a single-family home. Additionally, the change would only allow manufactured homes that are less than ten (10) years old to be installed in the city.
5. Shopping Carts. The new text would require that new retail stores with over ten (10) shopping carts place disabling devices on the carts that prevent them from being taken off-site. Disabling devices may include wheel locks that automatically engage or other systems approved by the Director of Development Services.
6. Freestanding Signs in the Downtown. The current code is inconsistent about whether freestanding signs are allowed downtown. The proposed text would clarify that signs are allowed in the downtown areas. The maximum size is set at twenty (20) square feet, with a maximum height of four (4) feet.
7. Paved Surfaces in Front Yards. The new text proposes a new way to determine the amount of a front yard that is allowed to be paved. This new text would be more restrictive than the current code; allowing additional paving twelve (12) feet wide beyond the width of the garage (the driveway). The current code allows for paving up to 50% of the front yard area. Residences with no front-facing garage would be allowed paving at a maximum of twenty (20) feet wide.
8. Flags and Flagpoles. The new text allows for larger flags and taller flagpoles in some zones. Very large flagpoles up to 100 feet tall would be allowed in the Industrial and Regional Commercial zones when appropriate setbacks are met. Flagpoles up to 50 feet tall would be allowed in the other commercial zones and zones that include schools

and city sites. Flagpoles up to 30 feet tall would be allowed in residential zones. Flag size and dimension requirements are based on established etiquette for U.S. flags. All flagpoles must stay under the maximum height limitation of 150 feet in the Naval Air Station Lemoore Overlay Zone.

9. Homeowner's Associations and Public Facilities Maintenance Districts. The new text would require that a public facilities maintenance district be formed even when a homeowner's association is proposed. This provides a redundancy in the event that the homeowner's association fails to meet its obligations.

10. Big Box Store Design Standards. The proposed new standards provide additional guidance to the architectural elements of retail stores with over 50,000 square feet. They are based on standards successfully implemented by other cities, and will ensure quality architectural treatments be incorporated into these large buildings.

This project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects that have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that this project may have a significant effect on the environment; therefore, the activity is not subject to CEQA. [Reference: State CEQA Guidelines sec. 15061(b)(3), General Rule Exemption]

**Financial Consideration(s):**

The proposed Ordinance changes will not have a financial effect on the City of Lemoore.

**Alternatives or Pros/Cons:**

- The City Council could choose to modify or remove one or more of the proposed Zoning Ordinance changes. There is no deadline for decision.
- The City Council could decide to leave the Ordinance as it is now.

**Commission/Board Recommendation:**

The Planning Commission held a public hearing to review the proposed changes on April 10, 2017. The Commission voted 4-0 (3 absences) to recommend approval of the proposed changes.

**Staff Recommendation:**

Staff recommends City Council introduce and hold a public hearing on the proposed Ordinance; waive the reading of the Ordinance in its entirety, and set the second reading for the next regular City Council meeting. The Ordinance will take effect 30 days following adoption.

**Attachments:**

- ☐ Resolution:
- ☒ Ordinance: 2017-06 w/ Exhibit A
- ☐ Map
- ☐ Contract

**Review:**

- ☒ Finance
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk

**Date:**

- 4/25/17
- 4/26/17
- 4/26/17
- 4/27/17

**ORDINANCE NO. 2017-06**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 2016-03  
MAKING AMENDMENTS TO PORTIONS OF THE FOLLOWING ARTICLES  
WITHIN THE LEMOORE MUNICIPAL CODE RELATED TO  
ZONING AND SUBDIVISIONS:**

**ARTICLE A OF CHAPTER 4 OF TITLE 9 (LAND USE DEFINITIONS);  
ARTICLE B OF CHAPTER 4 OF TITLE 9 (ALLOWED USES AND REQUIRED  
ENTITLEMENTS); ARTICLE D OF CHAPTER 4 OF TITLE 9 (ACCESSORY  
DWELLING UNITS, MANUFACTURED HOMES, AND SHOPPING CARTS);  
ARTICLE E OF CHAPTER 5 OF TITLE 9 (STANDARDS FOR OFF STREET  
PARKING); ARTICLE F OF CHAPTER 5 OF TITLE 9 (STANDARDS FOR  
PERMANENT ON SITE SIGNS AND FLAGS); CHAPTER 10 OF TITLE 7 (PUBLIC  
FACILITIES MAINTENANCE DISTRICTS AND HOMEOWNER'S ASSOCIATIONS);  
AND ARTICLE C OF CHAPTER 5 OF TITLE 9 (DESIGN STANDARDS FOR BIG BOX  
STORES, DISCOUNT CLUBS, AND DISCOUNT SUPERSTORES)**

**THE CITY COUNCIL OF THE CITY OF LEMOORE HEREBY DOES ORDAIN:**

**SECTION 1. FINDINGS.**

- (a) The City of Lemoore has previously amended ordinances within the Lemoore Municipal Code pertaining to staff-identified issues and compliance with state laws.
- (b) State law requires that manufactured homes be allowed wherever traditionally built single-family homes are built; however, cities may put limits on design and on the age of new installations.
- (c) State law (AB 2299 and SB 1069) requires that cities allow accessory dwelling units in single-family residential zones by right, but allows cities to apply certain design standards.
- (d) On April 10, 2017, the Planning Commission of the City of Lemoore held a public hearing and reviewed the amendments to the Lemoore Municipal Code, and recommended these amendments to the City Council.
- (e) Amendments and additions to the Lemoore Municipal Code are needed to comply with the new state laws.
- (f) This ordinance is consistent with the City of Lemoore General Plan, Lemoore Municipal Code and the Zoning Ordinance and would not be detrimental to the public interest, health, safety, convenience, and welfare of the City.
- (g) This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

**SECTION 2.** Amendments are to portions of the following chapters within the Lemoore Municipal Code: Article A of Chapter 4 of Title 9 (Land Use Definitions); Article B of Chapter 4 of Title 9 (Allowed Uses and Required Entitlements); Article D of Chapter 4 of Title 9 (Accessory Dwelling Units, Manufactured Homes, and Shopping Carts); Article E of Chapter 5 of Title 9 (Standards for Off Street Parking); Article F of Chapter 5 of Title 9 (Standards For Permanent On Site Signs and Flags); Chapter 10 of Title 7 (Public Facilities Maintenance Districts and Homeowner's Associations); and Article C of Chapter 5 of Title 9 (Design Standards For Big Box Stores, Discount Clubs, And Discount Superstores) as specifically identified in Attachment A. Text additions are shown in underline format. Text deletions are shown in strikeout format.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Lemoore held on the 2<sup>nd</sup> day of May 2017 and was passed and adopted at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_ 2017 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

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

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



## Attachment A

**ORDINANCE NO. 2017-06****4A-5: DESCRIPTION OF LAND USES:**

## D. "D" Definitions:

**DWELLING, SECOND ACCESSORY UNIT:** An attached or detached dwelling unit which provides complete independent living facilities for one or more persons, with permanent provisions for living, sleeping, eating, cooking, and sanitation sited on the same parcel as the primary dwelling unit. This definition includes granny flats.

## O. "O" Definitions.

**OUTDOOR COMMERCIAL BARBEQUE:** An outdoor facility at an approved location for cooking food for commercial sale directly over hot coals, fire, or other method approved by the County Health Department.

## S. "S" Definitions:

**SMOKE OR VAPE SHOP:** An establishment that either devotes more than fifteen percent (15%) of its total floor area to smoking, vaping, drug, and/or tobacco paraphernalia, or devotes more than a ten foot by five foot (10' x 5') (2 feet in depth maximum) section of shelf space for display for sale of smoking, vaping, drug, and/or tobacco paraphernalia.

**9-4B-2: ALLOWED USES AND REQUIRED ENTITLEMENTS; BASE ZONING DISTRICTS:**

TABLE 9-4B-2  
ALLOWED USES AND REQUIRED ENTITLEMENTS FOR BASE ZONING DISTRICTS

P	=	Permitted by right	N	=	Not permitted
A	=	Administrative use permit required	C	=	Conditional use permit required

Land Use/ Zoning District	Residential Zoning Districts							Special Purpose Zoning Districts				Mixed Use Zoning Districts				Office, Commercial, And Industrial Zoning Districts				
	A R	R V L D	R L D	R N	R L M D	R M D	R H D	W	A G	P R	C F	D M X - 1	D M X - 2	D M X - 3	M U	N C	R C	P O	M L	M H

Outdoor commercial barbeque											A	A	A	A		A	A	A				
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#### 9-4D-12: ACCESSORY SECOND DWELLING UNITS:

A. Purpose And Applicability: This section applies to accessory second dwelling units within the city. Accessory Second dwelling units are permitted upon issuance of an administrative use permit in the agricultural and residential zoning districts subject to the standards of this section. The purpose of this section is to regulate accessory second dwelling units in residential zoning districts and on residential property consistent with state law. Implementation of this section is intended to expand housing opportunities for low income and moderate income or elderly households by increasing the number of rental units available within existing neighborhoods while maintaining the primarily single-family residential character of the area.

B Development Standards: Pursuant to Government Code section 65852.2, accessory dwelling second units shall be permitted on agricultural and residential parcels when the following conditions are met:

1. ~~Second units shall only be located on lots with an area of five thousand (5,000) square feet or larger.~~ The parcel contains an existing single-family dwelling.
2. ~~Second units shall be compatible with the architectural style, materials, and colors of the primary dwelling unit.~~
32. No more than one accessory dwelling second unit shall be allowed per parcel.
43. The property owner shall occupy either the primary unit or accessory dwelling second unit. The property owner shall record a declaration acknowledging owner occupancy, recorded with the property as a condition of the administrative permit.
54. An accessory dwelling A-second unit shall not exceed:
  - a. ~~Thirty percent (30%)~~ Fifty percent (50%) of the existing living area of the primary dwelling when attached to the primary dwelling. For purpose of this standard, "living area" shall mean the interior habitable area of a dwelling unit, including basements, attics, bedrooms, kitchens, living room, etc. It does not include a garage or any accessory structure; or
  - b. One thousand two hundred (1,200) square feet when detached from the primary dwelling.
65. Building setbacks for attached accessory dwelling second units shall comply with all required building setbacks for the primary dwelling unit.
76. The maximum height of a detached accessory dwelling second unit shall not exceed the height of the primary dwelling unit.
87. No accessory dwelling second unit may be sold separately from the primary dwelling unit.

9. ~~Second dwelling units are not permitted within planned unit development (PUD) overlay zoning districts unless specifically authorized by the overlay zoning district.~~

TABLE 9-5E-4-A1  
REQUIRED MINIMUM PARKING RATIOS

Land Use	Minimum Required Parking Spaces
Residential and overnight stay uses:	
Caretaker housing	1 per bedroom
Child daycare facility - family daycare home, large	1 additional beyond dwelling
Child daycare facility - family daycare home, small	0 additional beyond dwelling
Dwelling, multi-family - studio and 1 bedroom units	1.5 per unit
Dwelling, multi-family - 2 or more bedrooms	2 per unit
Dwelling, <del>second</del> <u>accessory</u> unit	No additional beyond primary dwelling

#### **9-4D-19: MANUFACTURED HOMES:**

The provisions of this section shall apply to all mobile homes and manufactured homes not located in an approved mobile home park:

A. No mobile home or manufactured home shall be installed that was manufactured more than ten (10) years from the date of application for a building permit for installation.

B. All manufactured homes shall meet the following site or architectural standards:

1. Garages and Carports. A minimum of a one-car garage or carport shall be provided for every manufactured house. The parking requirements of Chapter 5, Article E shall also apply.

2. Minimum Width and Floor Area. The width and floor area of a manufactured housing unit shall be at least eighty (80) percent of the average of other adjacent residences in the zone district in which it is located.

3. Roof Overhangs. All manufactured housing units and garages shall have a pitched roof with a minimum sixteen (16) inch roof overhang on each of the perimeter walls such that the overhang is architecturally integrated into the design of the dwelling unit.

4. Roofing Materials. All manufactured housing units and garages and carports located on the lot shall have a roof constituted of asphalt composition, clay, tile, concrete or metal tile or panels, slate or built-up asphaltic-gravel materials.

5. Siding Materials. All manufactured housing units and garages located on the lot shall have similar exterior siding materials consisting of wood, masonry, concrete, stucco, Masonite, or metal lap. The exterior siding material shall extend to the ground level, except that when a solid concrete or masonry perimeter foundation is used, the siding material need not extend below the top of the foundation.
6. Foundations. All manufactured housing units and garages and carports shall be placed on a permanent foundation which meets the applicable building code requirements and/or the provisions of Section 18551 of the State Health and Safety Code such that the floor elevation of the dwelling is reasonably compatible with the floor elevations of the surrounding dwelling units.
7. Utility connections. The mobile home electrical, gas, water and drain connections shall be made permanent in a manner applicable to permanent buildings. Gas shut-off valves, meters and regulators shall not be located beneath the manufactured homes.
8. Deviations. The community development department may approve deviations from one or more of the standards of this subsection based on a finding that the architectural style proposed provides compensating design features and that the proposed dwelling will be compatible and harmonious with existing structures in the vicinity.
- C. Surrender of Registration. Subsequent to applying for a building permit, and prior to the occupancy of a mobilehome or manufactured home on a permanent foundation, a certification of occupancy is to be issued by the building official pursuant to Section 18551 of the State Health and Safety Code. Thereafter, any vehicle license plate, certificate of ownership, and certificate of registration issued by a state agency shall be surrendered back to the issuing state agency. Any mobile/manufactured home on a permanent foundation shall bear a state insignia or federal label pursuant to Section 18550 of the State Health and Safety Code.

#### **9-4D-20: SHOPPING CARTS:**

- A. Retail uses established after April 1, 2017, that provide shopping carts shall install and maintain disabling devices on all carts that prevent the use of the carts off the premises. This requirement shall be applicable in all zone districts, and shall be in addition to the requirements in Chapter 5 of Title 4 of the City Municipal Code.
- B. A shopping cart shall be defined per Section 4-5-2.

#### **9-5F-5: STANDARDS FOR PERMANENT ON SITE SIGNS:**

- B. General Standards: Except as provided in subsections C, "Menu/Order Board Signs For Drive-In And Drive-Through Uses", and D, "Highway Oriented Signs", of this section, permanent on site signs shall be consistent with the standards listed in table 9-5F-5-B1 of this section as listed by base zoning district. The types of signs permitted in each district are specified in table 9-5F-5-B2, "Allowed Types Of Permanent On Site Signs By Zoning District", of this section. Only those signs specified in the tables shall be permitted.



TABLE 9-5F-5-B1  
SIGNAGE STANDARDS FOR PERMANENT ON SITE SIGNS BY ZONING DISTRICT

Sign Type	Development Standards		
	Maximum Number Permitted	Maximum Area	Maximum Height
Downtown mixed use districts (DMX-1, DMX-2, DMX-3):			
Building attached signs	No maximum	2 square feet/1 linear foot on primary frontage and 1.5 square feet/1 linear foot on secondary frontage; maximum 100 square feet per sign and 200 cumulative square feet per establishment	Roofline
<u>Freestanding signs</u>	<u>Non-residential uses only: 1 per site</u>	<u>20 square feet</u>	<u>4 feet</u>
Mixed use district (MU):			
Building-attached signs	No maximum	1.5 square feet/1 linear foot collectively, maximum 150 square feet	Roofline
Freestanding signs:			
A-frame sign	1 per establishment	8 square feet maximum	5 feet
Freestanding sign	1 per project entrance	50 square feet per sign	4 feet
Neighborhood commercial district (NC):			
Building-attached signs	No maximum	2 square feet/1 linear foot collectively, maximum 200 square feet	Roofline
Freestanding signs	1 per site	50 square feet per sign	4 feet
Regional commercial district (RC):			

	Building-attached signs	No maximum	2.5 square feet/1 linear foot collectively, maximum 400 square feet	Roofline
	Freestanding signs	1 per street frontage	100 square feet per sign	See standards by sign type in table 9-5F-5-B2 of this section

### 9-5E-5: DESIGN AND DEVELOPMENT STANDARDS FOR OFF STREET PARKING AREAS:

6. Parking may be provided within the front and street side yard setback, as follows:
- Vehicle parking (including driveways) in residential areas shall be provided on permanent paved surfaces.
  - ~~No more than fifty percent (50%) of a front yard area shall be covered with permanent paved surfaces.~~ Permanent paved surfaces in the front yard area shall be limited to a maximum 5-foot wide walkway to the front door of the residence, a driveway that no wider than the width of the garage or carport, and an area between the driveway and closest interior lot line that is no wider than 12 feet wide. Sites without a garage or carport are limited to a driveway-type parking area in the front yard area that is a maximum 20 feet wide.

### 9-5F-2: ADMINISTRATIVE PROVISIONS:

- Exempt Signs With Limitations: The following signs are exempt from sign permit and city review, provided that they meet the size, height, duration, and/or maximum number limitations listed:
  - Window signs in conformity with this article.
  - Temporary signs in conformity with this article.
  - Flags, provided they meet the ~~following requirements:~~ requirements in Section 9-5F-4B-10.
    - ~~Flagpoles shall be located a minimum of ten feet (10') from the public right of way.~~
    - ~~The maximum height for flagpoles is twenty five feet (25').~~
    - ~~The maximum size for any one flag is twenty five (25) square feet.~~

### 9-5F-4: DESIGN STANDARDS FOR SIGNS:

- Design Standards For Specific Sign Types: In addition to the general sign design requirements in subsection A, "General Sign Design Requirements", of this section, the following requirements shall apply to the specific sign types:

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10. Flags and flagpoles. Flagpoles may be mounted on the ground, a roof, or a building wall.

Ground-mounted flagpoles shall not be located within any required side or rear yard setback areas. Flags and flagpoles shall also meet the following size standards:

- a. Ground-mounted flagpoles located in the RC, ML, or MH zones shall have a maximum height of fifty (50) feet or a maximum height equal to twice the distance from the base of the pole to the closest lot line, to a maximum of one hundred (100) feet, whichever is greater.
- b. Ground-mounted flagpoles located in the AR, RVLD, RLD, RN, RLMD, RHD, W, AG, PR, or DMX-3 zones shall have a maximum height of thirty (30) feet, mounted on the ground.
- c. Ground-mounted flagpoles located in the DMX-1, DMX-2, MU, CN, PO, or CF zones shall have a maximum height of fifty (50) feet.
- d. Roof-mounted flagpoles shall have a maximum height equal to the height of the building plus thirty (30) feet.
- e. The maximum width (hoist) of an individual flag on a ground-mounted or roof-mounted flagpole shall be equal to 20% of the height of the flagpole upon which it is located. The maximum length (fly) of an individual shall be twice the allowed width (hoist.)

**7-10-10: COORDINATION WITH SUBDIVISION APPROVALS:**

The following procedures, unless otherwise provided by law, shall be utilized to ensure coordination with approved subdivisions of land.

- A. Tentative Map Approval and Conditioning: The planning commission shall approve the tentative map as provided in title 8, chapter 7, "Land Division", of this code. The tentative map shall be conditioned such that the subdivider agrees to participation in any public facilities maintenance district(s) required by the city. Public facilities maintenance districts(s) shall be required even when some or all facilities will be maintained by a homeowner's association.

**9-5C-6: DESIGN STANDARDS FOR BIG BOX STORES, DISCOUNT CLUBS, AND DISCOUNT SUPERSTORES**

The following standards shall apply to all general retail, warehouse club retail, and other retail stores over 50,000 square feet in size.

A. Allowed treatments:

1. Architectural elements shall be incorporated into the facades of the building creating visual interest and achieving compatibility within the design of the surrounding commercial structures.
2. Building forms shall be designed to create visual interest on all sides of the structure and the architectural concept shall be consistent on all sides of the building.
3. Second and third story volumes shall be stepped, sloped or grouped with one-story volumes to reduce the apparent mass to human scale.
4. Entries to individual building and public spaces between buildings, shall be emphasized with highlighted massing and articulated roof forms.

5. Building facades shall be recessed or projected at a minimum of every sixty feet.
6. The building height/roof pitch shall be varied.
7. Building facade colors shall be earth-toned, muted colors. Building trim may be accented with brighter and contrasting colors.
8. Where appropriate, courtyards and/or outdoor seating areas shall be incorporated into the site plan design.

B. Prohibited treatments.

1. The following architectural elements and treatments are prohibited:
  - a. Large scale uninterrupted walls, not otherwise articulated by form fenestration, or materials;
  - b. Massive building elements, such as timber beams and/or columns that are out of scale with the architectural style;
  - c. False facades and other applied ornamentation unrelated to the rest of the building or structure;
  - d. High contrast color, brightly colored glazed tile or highly reflective surfaces; and
  - e. Bold application of colors such as stripes, accents, or super graphics.
2. Use of the following materials is prohibited:
  - a. Heavy textured stucco, such as Spanish lace, swirl, or heavy trowel;
  - b. Vinyl, corrugated metal or aluminum siding;
  - c. Common plywood or masonite siding;
  - d. Standard concrete block;
  - e. Rustic materials utilized as primary wall surfaces and dark earth tone colors; and
  - f. Over application of bright accents or trim colors.
- C. Building Entrance: Commercial structures subject to this Section shall provide customers with at least two building entrances in order to encourage greater distribution of parking activity. Additional entrances can be located at one of the two sides of the building and/ or the rear of the building. If multiple entries are not practical the structure shall have the appearance of having two entries and in this regard the distinction between the front and rear of the structure shall be blurred through the application of similar architectural treatments.
- D. Pedestrian Linkage. The site plan shall reflect and facilitate safe pedestrian access linking the building to sidewalks adjacent to project street(s).
  1. At least five (5) percent of the total interior area devoted to parking shall be landscaped.



2. A landscaped area shall be provided at a minimum of every eight (8) parking spaces.
3. Landscaping shall be provided at the building entrance between the parking lot and the front of the building.
- E. Property Maintenance. Commercial properties supporting a big box store as defined by this Section, whether occupied or vacant, shall be maintained so that the structure and surrounding property are not allowed to fall into a state of deferred maintenance and neglect. This includes the building exterior, parking lot maintenance and landscaping on the property.

#### **9-5C-6: DESIGN STANDARDS FOR BIG BOX STORES, DISCOUNT CLUBS, AND DISCOUNT SUPERSTORES**

The following standards shall apply to all general retail, warehouse club retail, and other retail stores over 50,000 square feet in size.

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3. Second and third story volumes shall be stepped, sloped or grouped with one-story volumes to reduce the apparent mass to human scale.
4. Entries to individual building and public spaces between buildings, shall be emphasized with highlighted massing and articulated roof forms.
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6. The building height/roof pitch shall be varied.
7. Building facade colors shall be earth-toned, muted colors. Building trim may be accented with brighter and contrasting colors.
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  - b. Massive building elements, such as timber beams and/or columns that are out of scale with the architectural style;
  - c. False facades and other applied ornamentation unrelated to the rest of the building or structure;

d. High contrast color, brightly colored glazed tile or highly reflective surfaces; and

e. Bold application of colors such as stripes, accents, or super graphics.

2. Use of the following materials is prohibited:

a. Heavy textured stucco, such as Spanish lace, swirl, or heavy trowel;

b. Vinyl, corrugated metal or aluminum siding;

c. Common plywood or masonite siding;

d. Standard concrete block;

e. Rustic materials utilized as primary wall surfaces and dark earth tone colors; and

f. Over application of bright accents or trim colors.

C. Building Entrance: Commercial structures subject to this Section shall provide customers with at least two building entrances in order to encourage greater distribution of parking activity. Additional entrances can be located at one of the two sides of the building and/ or the rear of the building. If multiple entries are not practical the structure shall have the appearance of having two entries and in this regard the distinction between the front and rear of the structure shall be blurred through the application of similar architectural treatments.

D. Pedestrian Linkage. The site plan shall reflect and facilitate safe pedestrian access linking the building to sidewalks adjacent to project street(s).

4. At least five (5) percent of the total interior area devoted to parking shall be landscaped.

5. A landscaped area shall be provided at a minimum of every eight (8) parking spaces.

6. Landscaping shall be provided at the building entrance between the parking lot and the front of the building.

E. Property Maintenance. Commercial properties supporting a big box store as defined by this Section, whether occupied or vacant, shall be maintained so that the structure and surrounding property are not allowed to fall into a state of deferred maintenance and neglect. This includes the building exterior, parking lot maintenance and landscaping on the property.



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

## Staff Report

**Item No: 4-3**

**To: Lemoore City Council**

**From: Nathan Olson, Public Works Director**

**Date: April 25, 2017 Meeting Date: May 2, 2017**

**Subject: Ordering Annexation and Inclusion of an Additional Territory as Zone 8B of Landscape and Lighting Maintenance District No. 1, Establishing Two Sub-Zones within Zone 8 of Landscape and Lighting Maintenance District No. 1 and Confirming the Diagram and Assessment of Annual Levy for Fiscal Year 2017-2018 for Landscape and Lighting Maintenance District No. 1 – Resolution 2017-10**

### 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:**

Following a public hearing on the annexation of Tract 752 and the establishment of two sub-zones within Zone 8 (Zone 8A and Zone 8B) of the Landscape and Lighting Maintenance District (LLMD) No. 1 and consideration of the vote for approval and comments made at the time of the hearing, Council moves to approve Resolution 2017-10 Ordering Annexation and Inclusion of an Additional Territory as Zone 8B of Landscape and Lighting Maintenance District No. 1, Establishing Two Sub-Zones within Zone 8 of Landscape and Lighting Maintenance District No. 1 and Confirming the Diagram and Assessment of Annual Levy for Fiscal Year 2017-2018 for Landscape and Lighting Maintenance District No. 1 and authorize the City Clerk to file the Diagram of the LLMD including the Added Territory, two sub-zones, and assessments therein, a Notice of Assessment with respect to the Added Territory, two sub-zones and an amended map of the boundaries of the LLMD, incorporating the Added Territory and new sub-zones as required by Sections 3110, 3113 and 3114 of the Streets & Highways Codes, with the Kings County Recorder.

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**Subject/Discussion:**

On February 7, 2017, the City Council approved Resolution 2017-02, "A Resolution of the City Council of the City of Lemoore with Intention to (i) Annex and Include Additional Territories in Landscape and Lighting Maintenance District No. 1 in the City of Lemoore, and (ii) Levy and Collect Annual Assessments in Such Annexed Territories for Fiscal Year 2016-17 and Thereafter."

Zone 08 is currently comprised of 198 assessed homes within Tracts 704, 783, and 758. If the proposed new assessments are approved, and the parcels within Tract 752 are annexed to the Zone, the total number of assessed homes within Zone 08 will increase to 272 parcels with 132 being identified as Zone 08A and 140 being identified as Zone 08B.

Zone 08A would be comprised of parcels within Tracts 704 and 783. These parcels would proportionately share in the annual special benefit expenses budgeted for the designated landscape improvements within the Zone located on Golf Links Drive and Vine Street. Parcels in these tracts are part of a Home Owners Association (HOA), which provides and maintains the streetlights within these developments and therefore the proposed assessments for Zone 08A does not include streetlights. The proposed new assessment for parcels within Zone 08A starting in Fiscal Year 2017/2018 would be \$63.00 per year. The current authorized maximum assessment for these parcels is \$139.94 per year. This is an annual reduction of \$76.94 per parcel.

Zone 08B would be comprised of parcels within Tract 758 and the parcels recommended for annexation in Tract 752. These parcels would proportionately share in the annual special benefit expenses budgeted for the designated landscape improvements within the Zone located on Golf Links Drive and Vine Street, as well as the streetlights within these developments, and the park site improvements located at Golf Avenue and Caddie Loop. The proposed new assessment for parcels within Zone 08B starting in Fiscal Year 2017/2018 would be \$124.00 per year. The current authorized maximum assessment for parcels in Tract 758 is \$139.94 per year. This is an annual reduction of \$15.94 per parcel for parcels in Tract 758, but a completely new assessment for the parcels within the annexation territory (Tract 752).

The proposed new assessments will include a 3% annual inflator to the maximum allowable rate. Although the maximum assessment rate may be increased by 3% each fiscal year, the actual amount to be assessed will be based on the budgeted expenses for each fiscal year. If the budgeted expenses, and calculated assessment rate, are less than the adjusted maximum assessment rate, then the calculated assessment would be assessed. If the calculated assessment is greater than the 3% annual inflator for the fiscal year, then the assessment would be considered an increased assessment and would require property owner approval through another protest ballot proceeding before imposing such an increase.

In order for the annexation and two sub-zones to be approved and the assessments levied on the lots, the majority of the ballots submitted by property owners within the boundary of the added territory and Zone 8 must consent to the annexation, two sub-zones and levy of the assessment. Staff has confirmed that ballots have been sent and have been



returned by the property owners to the City. Votes will be tabulated during the Council meeting on May 2, 2017. If the ballots submitted, and not withdrawn in favor of the proposed annexation, exceed the assessment ballots submitted and not withdrawn in opposition, then the Zone 8 will be divided into two sub-zones (8A and 8B) and Tract 752 will be annexed into Zone 8B. If they do not, then Council will be unable to annex this area and unable to adopt the Resolution.

**Financial Consideration(s):**

A maximum assessment will be applied on an annual per lot basis to Zone 08A for \$63.00 and to Zone 8B for \$124.00 beginning in fiscal year 2017/2018. It is anticipated that approximately \$25,676 will be collected annually

**Alternatives or Pros/Cons:**

**Pros:**

- Adoption of the resolution will assist in distributing the cost of each parcel's proportional special benefit from the improvements provided within the Zone to the property owners.

**Cons:**

Failure to adopt the resolution would result in inadequate funds for LLMD services.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends City Council approve Resolution 2017-10 to annex Tract 752 into the existing LLMD Zone 8 and divide Zone 8 into two sub-zones (8A and 8B).

**Attachments:**

- ☒ Resolution: 2017-10
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

**Review:**

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

**Date:**

- 4/25/17
- 4/26/17
- 4/27/17

**RESOLUTION NO. 2017-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
(1) ORDERING ANNEXATION AND INCLUSION OF AN ADDITIONAL TERRITORY  
AS ZONE 08B OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1;  
AND  
(2) ESTABLISHING TWO SUB-ZONES WITHIN ZONE 08 OF LANDSCAPE AND  
LIGHTING MAINTENANCE DISTRICT NO. 1 AND CONFIRMING THE DIAGRAM  
AND ASSESSMENT OF ANNUAL LEVY FOR FISCAL YEAR 2017-2018 FOR  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1**

**WHEREAS**, pursuant to Chapter 10 of Title 7 of the Lemoore Municipal Code, as enacted by Ordinance No. 2012-01 (the “Ordinance”), and according to the procedures in the Proposition 218 Omnibus Implementation Act (Government Code Sections 53750-53753.5, inclusive) (the “Implementation Act”), Article XIID of the California Constitution (“Proposition 218”) and, to the extent not inconsistent with the Ordinance, the procedures in the State Landscaping and Lighting Act of 1972 (Chapter 2 of Part of Division 15 of the California Streets & Highways Code) (the “Landscaping & Lighting Act”), the City Council of the City of Lemoore declared its intention to form, conducted all proceedings to form and did form LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT No. 1 of the City of Lemoore (the “LLMD”), including different zones therein, and has thereafter levied and collected annual assessments for maintenance, operation, repair and periodic replacement of landscaping, street lights, and the park site improvements within each zone described as follows:

Plants, shrubbery, trees, turf, irrigation systems, street lights, parks, and appurtenant facilities in public rights-of-way easements within the proposed boundaries of the LLMD,

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

**WHEREAS**, the City has determined that lots and parcels within Tract No. 752, in the City of Lemoore, California (the “Added Territory”), receive such special benefits from the Facilities and Improvements with the Added Territory and therefore should be annexed to and included in the LLMD as Zone 08B thereof, and be subject to levy of annual assessments for the cost of maintenance, operation, repair and periodic replacement of such Facilities and Improvements; and

**WHEREAS**, at the direction of the City Council, the City Engineer has prepared and filed with the City Clerk a report entitled “Engineer’s Report Lighting and Landscape Maintenance District No. 1, Annexation of Territory and Improvements to Zone 08 and; Establishment of New Annual Assessment for Zone 08: dated January 2017 (the “Engineer’s Report”), to which reference is hereby made, which Engineer’s Report contains a description of the existing Facilities and Improvements specially benefiting the lots and parcels within the Added Territory (Tract 752), the boundaries of the Added Territory proposed to be annexed to the reconfigured LLMD as Zone 08B thereof in these proceedings, the Facilities and Improvements existing in and proposed for the reconfigured (Tract 758) and Added Territory, and the general location and proposed assessments on the assessable lots and parcels of land within the Added Territory; and

**WHEREAS**, the City Engineer also has prepared and filed with the City Clerk an amended map of the boundaries of the LLMD, subdividing Zone 08 incorporating the Added Territory within the boundaries as Zone 08B of the LLMD, as proposed in these proceedings; and

**WHEREAS**, the City Engineer also has prepared and filed with the City Clerk an amended map of the boundaries of the LLMD, incorporating the Tracts 704 and 783 as Zone 08A and Added Territory Tract 752 with existing Tract 758 to the boundaries as Zone 8B of the LLMD, as proposed in these proceedings; and

**WHEREAS**, the proceeds of the annual assessments will be used exclusively to finance the expenses for operation and maintenance of the Facilities and Improvements benefiting the lots and parcels within the Added Territory for the 2017-2018 fiscal year or other fiscal year for which such assessments are levied, which operation and maintenance will provide particular, distinct special benefits to the various lots and parcels in the Added Territory, over and above the general benefits conferred on such lots and parcels and the public at large; and

**WHEREAS**, the amount of the assessment to be levied on each lot or parcel in the Added Territory for the 2017-2018 fiscal year, as proposed in the Engineer’s Report, is proportional to and no greater than the special benefits conferred on such lot or parcel from the maintenance, operation, repair and periodic replacement of the Facilities and Improvements described in the Engineer’s Report; and

**WHEREAS**, after notice by mail to the record owner of all lots and parcels within the Added Territory (Tract 752), as shown in the last equalized assessment roll of the County of Kings, the State Board of Equalization assessment roll or as known to the City Clerk, as required by Streets & Highways Code Section 22588 and Government Code Section 53753, the City Council conducted a public hearing and heard and considered all objections and protests to the proposed assessments; and, at the conclusion thereof, the City Clerk tabulated all assessment ballots

submitted and not withdrawn in support of or in opposition to the proposed annexation and assessment of the lots and parcels in the Added Territory, and announced the results; and

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

**WHEREAS**, the City Council has further determined that all of the property owners within the Added Territory either have consented to the annexation to and inclusion in Zone 8B of the LLMD and the levy of the assessments proposed for the 2017-2018 fiscal year or have failed to file a majority protest against the proposed annexation and annual assessment in the manner provided by law;

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

1. All territories within Tract No. 704 and 783 whose boundaries are set forth in the Engineer's Report on file with the City Clerk, are part of the subdivided Zone 8 and made part of City of Lemoore Lighting and Landscape Maintenance District No. 1 as Zone 08A.
2. All territories within Tract No. 758 and added territory Tract 752 whose boundaries are set forth in the Engineer's Report on file with the City Clerk, are part of the subdivided Zone 8 and made thereof annexed to and made part of City of Lemoore Lighting and Landscape Maintenance District No. 1 as Zone 08B thereof. The map of the boundaries of the LLMD, prepared by the City Engineer and showing annexation of the Added Territory as Zone 08A and Zone 08B respectively thereof, is hereby approved.
3. The Added Territory, whose boundaries are set forth in the Engineer's Report, will be particularly, distinctly and specially benefited, over and above the general benefits conferred on such territory and the public at large, from maintenance, operation, repair and periodic replacement of the Facilities and Improvements described in the Engineer's Report.
4. The public hearing on the annexation of the territory within the Tracts 704, 783, 758 and added Territory as Zone 08A and Zone 08B of the LLMD and the levy of annual assessments therein, commencing with 2017-2018 fiscal year, was noticed and held in accordance with law.
5. The Engineer's Report, including the diagram of the reconfigured Zone 08A and Added Territory as Zone 08B of the LLMD and the assessment therein of the estimated costs of maintenance, operation, repair and periodic replacement of the Facilities and Improvements



contained in the Engineer's Report, and each and every part of the Engineer's Report, is finally adopted, confirmed and approved.

6. The assessment diagram showing the lots and parcels of land within the subdivided Zone 8 and Added Territory as part of Zones 08A and 08B of the LLMD, all as contained in the Engineer's Report, is finally approved and confirmed as the diagram of the lots and parcels within the Added Territory to be assessed to pay the costs of maintenance, operation, repair and periodic replacement of the Facilities and Improvements described in the Engineer's Report.
7. The assessment of the total amount of the costs and the individual assessments thereof on the lots and parcels within the Added Territory in proportion to the direct special benefits to be conferred on each such lot or parcel from maintenance, operation, repair and periodic replacement of the Facilities and Improvements, and of the expenses incidental thereto, as set forth in the Engineer's Report, is finally approved and confirmed as the assessment for the 2017-2018 fiscal year to pay such costs.
8. The annexation and inclusion of the subdivided Zone 08 and Added Territory as Zone 08B of the LLMD, and the levy of the annual assessments on all lots and parcels within the subdivided Zone 08A and 08B including Added Territory for fiscal year 2017-2018, as described in the Resolution of Intention and the Engineer's Report, are hereby ordered.
9. The City Clerk is authorized and directed to file the diagram of the LLMD, establishing subdivided Zone 08, into Zone 08A and Zone 08B including the Added Territory as Zone 08B thereof, and assessments therein, as approved and confirmed by the Council and containing all information and statements required by Section 3114 of the Streets & Highways Code, with the Kings County Recorder immediately after adoption of this resolution. The City Clerk is further authorized and directed to record a notice of assessment with respect to the Added Territory pursuant to Streets & Highways Code Section 3114. The City Clerk is further authorized and directed to file the amended map of the boundaries of the LLMD, incorporating the Added Territory within Zone 8B, as approved by the City Council and containing all information and statements provided for in Streets & Highways Code Sections 3110 and 3113, with the Kings County Recorder not later than 10 days after the date this resolution is adopted.
10. This resolution shall take effect immediately upon adoption.

\* \* \* \* \*

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a regular meeting held on the 2<sup>nd</sup> day of May 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

---

Mary J. Venegas  
City Clerk

---

Ray Madrigal  
Mayor



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

## Staff Report

**Item No: 5-1**

**To:** Lemoore City Council  
**From:** Michelle Speer, Assistant to the City Manager  
**Date:** April 21, 2017      **Meeting Date:** May 2, 2017  
**Subject:** Naval Air Station Lemoore Brief  
**Strategic Initiative:**

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

**Proposed Motion:**

Information Only.

**Subject/Discussion:**

CAPT David James, Commanding Officer for Naval Air Station Lemoore, will provide a brief to City Council. CAPT James will discuss base operations, growth, regional economic impacts and encroachment concerns. He will also discuss the services the Navy provides to its military. The presentation will inform City Council and Lemoore residents of Naval Operations and offer an opportunity for questions and concerns to be addressed.

**Financial Consideration(s):**

Not Applicable.

**Alternatives or Pros/Cons:**

Not Applicable.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

*"In God We Trust"*

## Information Only.

**Attachments:**

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

**Review:**

- ☒ Finance
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk

**Date:**

4/25/17  
4/26/17  
4/26/17  
4/27/17





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## Staff Report

**Item No: 5-3**

**To: Lemoore City Council**  
**From: Nathan Olson, Public Works Director**  
**Date: April 11, 2017 Meeting Date: May 2, 2017**  
**Subject: Fox Street Sidewalk Remediation**  
**Strategic Initiative:**

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

### **Proposed Motion:**

Award bid, by motion, to Packaging Pro Tech, Inc. dba Rockeez Engineering in the amount of \$285,025.00 for base bid, plus an additional \$15,000 contingency funds, and authorize the Acting City Manager to sign contract and documents.

### **Subject/Discussion:**

The Public Works Department has had many calls and discussions regarding lifted sidewalks within the City. Trees planted have caused the damages and will need to be removed to avoid future damages. City Staff investigated sidewalk conditions and funding options, and have determined that addressing, and correcting, the areas of Fox Street north of Cinnamon Drive and south of Hanford-Armona Road will provide the most positive impact to the City for walking areas. This area is traveled heavily by citizens of all ages to schools, parks and as a walking route.

The project scope included a base bid which includes up to 70 tree removals and stump grindings, 11,000 square feet of sidewalk demo and replacement, and 485 linear feet of curb and gutter repairs. Alternate bids were requested for additional work, which was to include up to 76 tree removals and stump grindings, 11,656 square feet of sidewalk demo and replacement, and 416 linear feet of curb and gutter repairs, but is contingent upon funding. A majority of the trees being removed are in the parkway between the

sidewalk and curbing, and the project scope does not plant back trees that are being removed.

City Staff requested bid proposals and opened bids on April 6, 2017. The bid results are as follows:

Bidders	Base Bids	Alt. Bids
Packaging Pro Tech dba Rockeez Engineering	\$285,025.00	\$154,050.00
JT2 Inc, dba Todd Companies	\$411,002.90	\$237,843.18
NCE General Contracting, Tree Service Division	\$499,860.00	\$319,000.00

Based upon result from the formal bid process, City Staff is recommending award of base bid project scope only, which will include work along the east side of Fox Street from Cinnamon Drive to the Alderwood Apartments.

**Financial Consideration(s):**

The Local Transportation Share Fund in an amount of \$150,000 may be used to provide partial funding of this project, as well as handicap street funds for \$150,000, as set aside in the 5-year Community Investment Plan (CIP). Contingency funds will be utilized as needed to repair sprinkler sections that become damaged during project.

**Alternatives or Pros/Cons:**

**Pros:**

- Citizen complaints for this area will be diminished, and accessibility for all citizens will be increased.

**Cons:**

- Project costs make it difficult for the City to address all affected walkway areas.

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

City Staff recommends that the work be completed with current CIP funds, and that City Council authorize a budget adjustment in the amount of \$150,000 from fund 034 to the 4231-4310 account.

**Attachments:**

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

**Review:**

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

**Date:**

4/25/17  
4/26/17  
4/26/17

*[for bid projects over \$15,000]*

**GENERAL CONDITIONS**

**for**

**CONTRACT OF CONSTRUCTION**

**FOR FOX STREET SIDEWALK REMEDIATION PROJECT**

**for**

**CITY OF LEMOORE**

---

(date)

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## **ARTICLE 1**

### **GENERAL CONDITIONS**

#### **1.1 BASIC DEFINITIONS**

##### **1.1.1 THE CONTRACT DOCUMENTS**

The “Contract Documents” consist of the Agreement between The City of Lemoore and Rockeez Engineering (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, Instructions to Bidders, Notice to Bidders, the Bid Form, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810) and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

##### **1.1.2 THE CONTRACT**

The Contract Documents form the Contract. The “Contract” represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

##### **1.1.3 THE WORK**

The “Work” shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to punch list items. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner’s representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall



also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents. The “Site” refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. The Work shall constitute a “work of improvement” under Civil Code section 8050 and Public Contract Code section 7107.

#### **1.1.4 THE PROJECT**

The “Project” is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the Owner or by separate contractors.

#### **1.1.5 THE DRAWINGS**

The “Drawings” are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

#### **1.1.6 THE SPECIFICATIONS**

The “Specifications” are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

#### **1.1.7 THE PROJECT MANUAL**

The “Project Manual” is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

#### **1.1.8 OR**

“Or” shall include “and/or.”

#### **1.1.9 COMPLETION**

Statutory definitions of “completion” and “complete” shall apply for those statutory purposes. For accrual of liquidated damages, Claim and warranty purposes, “completion” and “complete” mean the point in the Project where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner’s representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance of the Work shall not constitute “completion” or “complete” under the Contract Documents.

## 1.2 EXECUTION, CORRELATION AND INTENT

### 1.2.1 CORRELATION AND INTENT

1.2.1.1 *Documents Complementary and Inclusive.* The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 *Coverage of the Drawings and Specifications.* The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Contractor.

1.2.1.3 *Conflicts.* Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.4 *Conformance With Laws.* Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor shall promptly notify Architect and Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project. Where requirements of the Contract Documents

exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

If, as and to the extent that Public Contract Code section 1104 is deemed to apply after the Award of the Contract, Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor discovered or should have discovered and reported any errors and omissions to the Architect or Owner, including but not limited to as the result of any review of the plans and specifications by Contractor required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Contractor.

**1.2.1.5 Ambiguity.** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Sum or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Sum or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

**1.2.1.6 Execution.** Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

## **1.2.2 ADDENDA AND DEFERRED APPROVALS**

**1.2.2.1 Addenda.** Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect ("DSA").

**1.2.2.2 Deferred Approvals.** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

### 1.2.3 SPECIFICATION INTERPRETATION

1.2.3.1 **Titles.** The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.3.2 **As Shown, Etc.** Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where “as directed,” “as required,” “as permitted,” “as authorized,” “as accepted,” “as selected,” or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 **Provide.** “Provide” means “provided complete in place,” that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 **General Conditions.** The General Conditions and any supplementary general conditions are a part of each and every section of the Specifications.

1.2.3.5 **Abbreviations.** In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Contractor shall,” “shall be,” etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings.

1.2.3.6 **Plural.** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 **Metric.** The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1” (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the “International System of Units” (SI) and generally follow ASTM E 380, “Standard for Metric Practice.”

1.2.3.8 **Standard Specifications.** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization’s standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.



1.2.3.9 *Absence of Modifiers.* In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **1.3 OWNERSHIP AND USE OF ARCHITECT’S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Contractor’s record set, shall be returned or suitably accounted for to the Owner, upon request upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner’s property interest or other reserved right. All copies made under this license shall bear appropriate attribution and the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect.

## **ARTICLE 2**

### **OWNER**

#### **2.1 DEFINITION**

The term “Owner” means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner and/or the Owner’s authorized representatives, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

## 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

### 2.2.1 INTENTIONALLY LEFT BLANK

### 2.2.2 SITE SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

### 2.2.3 SOILS

**2.2.3.1 *Owner Furnished Services.*** When required by the scope of the Project, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

**2.2.3.2 *Contractor Reliance.*** Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the Site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

### 2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

## 2.2.5 INFORMATION

Upon the request of the Contractor, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Contractor may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Project, and prior experience with similar projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

## 2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

**2.2.6.1 *Removal, Relocation.*** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

**2.2.6.2 *Assessment.*** These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

**2.2.6.3 *Notification.*** If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Contractor shall immediately notify the Owner and the utility in writing.

**2.2.6.4 *Underground Utility Clearance.*** It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to the Owner.

## 2.2.7 EASEMENTS

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

### **2.2.8 REASONABLE PROMPTNESS**

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable for any delays caused by factors beyond the Owner's control including but not limited to DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

### **2.2.9 COPIES FURNISHED**

The Contractor will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

### **2.2.10 DUTIES CUMULATIVE**

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

## **2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, after providing Notice pursuant to paragraph 2.4, may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

## **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract with Contractor. Owner may exercise this right at any time during the Contractor's Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments



withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3**

### **THE CONTRACTOR**

#### **3.1 DEFINITION**

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Contractor” means the Contractor or the Contractor’s authorized representative. To the extent that any portion of the Work is provided with the Contractor’s own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

#### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

##### **3.2.1 CONTRACTOR**

The Contractor shall supervise and direct the Work using the Contractor’s best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6. Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

##### **3.2.2 CONTRACTOR RESPONSIBILITY**

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

##### **3.2.3 OBLIGATIONS NOT CHANGED BY ARCHITECT’S ACTIONS**

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner’s representatives, including but not limited to any construction manager and the Architect, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### **3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK**

The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

### **3.2.5 PROJECT MEETINGS**

Contractor shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Project and the future progress of the Work. Contractor shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections.

## **3.3 SUPERINTENDENT**

### **3.3.1 FULL TIME SUPERINTENDENT**

The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

### **3.3.2 STAFF**

The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

### **3.3.3 RIGHT TO REMOVE**

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

### **3.4 LABOR AND MATERIALS**

#### **3.4.1 CONTRACTOR TO PROVIDE**

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

#### **3.4.2 QUALITY**

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

#### **3.4.3 REPLACEMENT**

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Contractor at no cost to the Owner.

#### **3.4.4 DISCIPLINE**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract in accordance with paragraph 5.5.2 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Project.

### **3.5 WARRANTY**

For the period of one (1) year after completion of the Work, the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **3.6 TAXES**

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

### **3.7 PERMITS, FEES AND NOTICES**

#### **3.7.1 PAYMENT**

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5, unless a different mileage range is specified in the Contract Documents.

#### **3.7.2 COMPLIANCE**

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

#### **3.7.3 CONTRACT DOCUMENTS**

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

#### **3.7.4 RESPONSIBILITY**

If the Contractor performs Work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, the Contractor shall assume full responsibility for such Work, for all delays attributable thereto, and shall bear the attributable cost of correction or Project delay.

### **3.8 ALLOWANCES**

#### **3.8.1 CONTRACT**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such



persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

### 3.8.2 SCOPE

3.8.2.1 **Prompt Selection.** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 **Cost.** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 **Cost Included in Contract Sum.** Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

3.8.2.4 **Contract Sum Adjustment.** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost and the allowances under paragraph 3.8.2.2 and the change in the Contractor's costs under paragraph 3.8.2.3.

## 3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

### 3.9.1 REQUIREMENTS

Before the Contractor's commencement of Work on the Project Site or within two (2) weeks of award of the Contract, whichever is earlier, Contractor shall prepare and submit for the Owner's, and any construction manager's, information the construction schedule for the Work, which shall conform to the Contract Documents' requirements.

Contractor shall submit a monthly updated schedule that will include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule. The schedule and updates shall conform, at a minimum, to industry standards for critical path scheduling and to facilitate Owner's Project management and evaluation of Contractor Claims for additional money or time.

The schedule and updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect work performed to date, all construction tasks (including procurement), the critical path schedule for completion of the remainder of the Project, and the percentage of the Work completed. The original schedule and updates shall include all delay days for weather not unusually severe, even though that weather will not entitle Contractor to additional time or money.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Project. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

The Contractor and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Contractor's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Contractor, but it is a jointly owned expiring Project resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

If any change in Contractor's method of operations will cause a change in the construction schedule, Contractor shall submit to Owner, Architect and any construction manager, a revised construction schedule within seven (7) days of the change, unless a different time period is stated in Division 1 of the Specifications.

If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Project schedule, a contractual milestone or the Project completion date (as adjusted by change orders) or if the Contractor's actual progress falls behind the Project schedule or it is apparent to Owner or Contractor that Contractor will not meet contractual milestones or the Project completion date (as adjusted by change orders), the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan, unless a different time period is stated in Division 1 of the Specifications. At a minimum, the recovery plan must include a revised schedule that gets the Work back on schedule and completes all Work by the contractual milestones and Project completion date (as adjusted by change orders) or by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, Contractor shall do so, but the order shall not act constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Contractor submits shall be certified as true and correct, as follows:

I, Stacey Minter, declare the following:

Rockeez Enginnering has contracted with the City Of Lemoore for the Fox Street Sidewalk Remediation Project. Rockees Engineering authorized me to prepare schedules for the City of Lemoore for this Project, and I prepared the attached schedule. I am the most knowledgeable person at Rockeez Engineering regarding the scheduling of this Project.

The attached schedule does not breach the Contract between Rockeez Engineering and the City of Lemoore for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate as-built and as-planned dates of work on the Project (including supporting data), and is not a false claim.

The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself and/or Rockeez Engineering.

While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for Rockeez Engineering when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

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Stacey Minter

### 3.9.2 DSA OVERSIGHT PROCESS

In connection with the DSA Construction Oversight Process which includes inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical

path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

### **3.9.3 FAILURE TO MEET REQUIREMENTS**

Failure of the Contractor to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

### **3.10 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings,

Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Architect for delivery to the Owner upon completion of the Work.

### **3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

#### **3.11.1 SUBMITTALS DEFINED**

**3.11.1.1 *Shop Drawings.*** The term “shop drawings” as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. “Product data” as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term “manufactured” applies to standard units usually mass-produced, and “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 **Samples.** The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.11.1.3 **Contractor’s Responsibility.** Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor’s “Schedule for Submission of Shop Drawings and Samples” provisions in Division 1 of the Specifications and in accordance with the Contractor’s original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer’s descriptive data for the review of the Owner, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other than Contractor) represents that it has determined and verified all materials, field measurements, field conditions, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, “Substitutions.” Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner’s or Architect’s opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed for resubmission by the Contractor.

3.11.1.4 **Extent of Review.** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect’s review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect’s attention to the deviations at the time of submission and the Architect has given specific written approval. The Architect’s review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or



schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

### **3.11.2 DRAWING SUBMISSION PROCEDURE**

**3.11.2.1 Transmittal Letter and Other Requirements.** All shop drawings must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as “clouding” on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

**3.11.2.2 Copies Required.** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: manufacturers’ descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

**3.11.2.3 Corrections.** The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor pursuant to paragraph 4.4.

**3.11.2.4 Approval Prior to Commencement of Work.** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

### **3.11.3 SAMPLE SUBMISSIONS PROCEDURE**

**3.11.3.1 Samples Required.** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of

characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.11.3.2 ***Labels and Instructions.*** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 ***Architect's Review.*** The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 ***Record Drawings and Annotated Specifications.*** The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the Schedule prepared by Contractor. In the event of a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On completion of the Contractor's portion of the Work and prior to Application for Final Progress Payment, the Contractor will provide one complete set of Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 ***Equipment Manuals.*** Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Progress Payment, and as a further condition to its approval

by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 ***Owner's Property.*** All shop drawings and samples submitted shall become the Owner's property.

### 3.11.4 SUBSTITUTIONS

3.11.4.1 ***One Product Specified.*** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 ***Two or More Products Specified.*** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Contractor will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner prior to the date of the bid opening. Any Requests submitted less than fourteen (14) days prior to the date of the bid opening will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval

of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a requested substitution shall be on the requesting party.

**3.11.4.4 *List of Manufacturers and Products Required.*** The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

### **3.11.5 DEFERRED APPROVALS**

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

## **3.12 CUTTING AND PATCHING**

### **3.12.1 SCOPE**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### **3.12.2 CONSENT**

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

### **3.12.3 STRUCTURAL MEMBERS**

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its own

expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Contractor.

#### **3.12.4 SUBSEQUENT REMOVAL**

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas or items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

### **3.13 CLEANING UP**

#### **3.13.1 CONTRACTOR'S RESPONSIBILITY**

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

#### **3.13.2 FAILURE TO CLEANUP**

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Contractor must do so.

#### **3.13.3 CONSTRUCTION BUILDINGS**

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

### **3.14 ACCESS TO WORK**

The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.



### **3.15 ROYALTIES AND PATENTS**

#### **3.15.1 PAYMENT AND INDEMNITY**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Contractor has reason to believe the required design, process, or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

#### **3.15.2 REVIEW**

The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Contractor in violation of any patent or other rights of any person or entity.

### **3.16 INDEMNIFICATION**

#### **3.16.1 SCOPE: CONTRACTOR**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to

defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

### 3.16.2 **SCOPE: SUBCONTRACTORS**

3.16.2.1 ***Indemnity.*** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 ***Joint and Several Liability.*** In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

### **3.16.3 NO LIMITATION**

The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

### **3.17 OWNER AS INTENDED BENEFICIARY**

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Contractor to fulfill its obligations under the Contract. Contractor shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

### **3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE**

If Contractor believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under General Conditions section 4.5, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance, regardless of the merits of the defense. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Project management and the mitigation of Project costs and delays.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 ARCHITECT**

##### **4.1.1 DEFINITION**

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative, and shall also refer to all consultants under the Architect's direction and control.

#### **4.1.2 MODIFICATION**

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

#### **4.1.3 TERMINATION**

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

#### **4.2.1 STATUS**

The Architect will provide administration of the Contract and may be one of several Owner's representatives during construction, through release of all retention, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

#### **4.2.2 SITE VISITS**

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents.

#### **4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY**

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

#### **4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

The Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Contractor.

#### **4.2.5 PAYMENT APPLICATIONS**

The Contractor shall submit payment applications to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

#### **4.2.6 REJECTION OF WORK**

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

#### **4.2.7 CHANGE ORDERS**

The Architect will prepare change orders and construction change directives and may authorize minor changes in the Work.

#### **4.2.8 WARRANTIES UPON COMPLETION**

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's comprehensive list of items to be completed or corrected for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from payment and/or retention.

#### **4.2.9 INTERPRETATION**

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.



#### 4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 ***Architect's Interpretations and Decisions.*** Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Contractor and will not show partiality to either. The Work shall be executed in conformity with, and the Contractor shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 ***Typical Parts and Sections.*** Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 ***Dimensions.*** Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

#### 4.3 INSPECTOR OF RECORD

##### 4.3.1 GENERAL

One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24.

##### 4.3.2 INSPECTOR OF RECORD'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

#### **4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK**

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

#### **4.3.4 INSPECTOR OF RECORD'S FACILITIES**

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector of Record with the temporary facilities as required under Division 1 of the Specifications.

#### **4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES**

If at any time prior to the completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

- A. Services made necessary by the default of the Contractor.
- B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- C. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).
- E. Services for evaluating and processing Claims submitted by the Contractor in connection with the Work outside the established Change Order process.
- F. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.

- G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

#### **4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS**

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time, or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of Section 4.5 and Article 7, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

##### **4.5.1 NOTICE OF POTENTIAL CHANGE**

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to Owner within five (5) days of Contractor becoming aware of the issues creating the potential for change, unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted

administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Project management and the mitigation of Project costs and delays.

#### **4.5.2 CHANGE ORDERS REQUESTS**

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Contractor continues to believe that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Contractor shall submit a Change Order Request ("COR") to Owner within twenty (20) days of (i) becoming aware of the issues creating a potential change, or (ii) the date by which it should have become aware of the issues creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money (including time extensions) in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information supporting the COR.

Contractor shall certify the COR using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of section 4.5.2. If the COR is not timely certified, Contractor will have completely waived its rights to any money or time for that issue. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. If the Owner requests additional information, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

#### **4.5.3 DEFINITION OF CLAIM**

A "Claim" is a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which

is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the Owner. A claim includes any claim within the scope of Public Contract Code section 20104 et seq. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and includes an alleged breach of contract by the Owner. A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR's and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

#### **4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER**

Contractor shall submit a Claim to the Owner's construction manager (or in the absence of a construction manager, to Architect and Owner) on or before the date of the Final Progress Payment. Owner's rejection, or lack of rejection, of a COR at any time does not affect the deadline for filing a Claim.

In addition, on or before submitting its request for a final progress payment based on 100% completion of the work, Contractor shall submit to Owner, in writing, a summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed and which were fully compliant with the Contract's requirements for Claims. The submission of an Application for Payment for the Final Progress Payment shall constitute a complete waiver of all Claims against Owner under or arising out of this Contract, except those identified in the above summary. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim, failure to include a Claim in the Claim summary, or failure to comply with any of the Claim requirements in the Contract, including but not limited to this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the



issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

#### 4.5.5 CONTENT OF CLAIM

##### 4.5.5.1 *Claim Format; Waiver*

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor.

In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

I, Stacey Minter, declare the following:

**Rockeez Engineering** has contracted with the City of Lemoore for the Fox Street Sidewalk Remediation Project. **Rockeez Engineering** authorized me to prepare the attached Claim for money and/or time extension) for the City of Lemoore regarding this Project (dated \_\_\_\_\_, 20\_\_, entitled \_\_\_\_\_, and requesting \$\_\_\_\_\_ and/or \_\_\_\_ additional days), and I prepared the attached Claim. I am the most knowledgeable person at **Rockeez Engineering** regarding this Claim.

The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Rockeez Engineering**.

The attached Claim does not breach the Contract between **Rockeez Engineering** and for the City of Lemoore for this Project, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that for the City of Lemoore is responsible under its Contract with **Rockeez Engineering**.

While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for **Rockeez Engineering**) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed \_\_\_\_\_, 2\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
Stacey Minter

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

#### ***4.5.5.2 Claims for Additional Money***

Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights to assert a Claim for money at a later time, unless the Owner expressly agrees in writing to allow the reservation. Any costs, direct or indirect, not asserted shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

#### ***4.5.5.3 Claims for Additional Time***

##### ***4.5.5.3.1 Notice of Extent of Claim***

If the Contractor wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the

Claim, all documentation of such facts, all information required by the Contract Documents, and a current schedule and delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on completion date (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts.

In the case of a continuing delay, only one (1) initial Claim is necessary that is based on estimates of when the continuing delay will end, but within thirty (30) days of the end of the continuing delay an updated final Claim must be submitted, which shall also be certified. In no event will the Contractor be allowed to reserve its rights to assert a Claim for a time extension, unless the Owner expressly agrees in writing to allow the reservation. Any time extension not asserted shall be waived.

#### **4.5.5.3.2 *Unusually Severe Weather Claims***

If unusually severe weather is the basis for a Claim for additional time, Contractor must provide Owner data and facts showing that the weather conditions were abnormal for the period of time, could not have been reasonably anticipated or mitigated, and had an adverse effect on the critical path of the scheduled construction.

#### **4.5.5.4 *"Pass Through" Claims***

A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner. If a subcontractor or supplier submits a request for additional money or time to Contractor and Contractor wishes to pass it through to Owner, then Contractor must comply with all requirements of Section 4.5, including Notices of Potential Change, Change Order Requests, and Claims. Contractor must prepare and submit its own analysis of the Subcontractor's request, and the Claim must include a copy of the Subcontractor's request along with any other necessary supporting documentation.

The Contractor's analysis of the Subcontractor's request must include Contractor's detailed explanation as to why the Subcontractor or supplier's request is the Owner's responsibility, including Contractor's analysis of (a) why the amount of damages the Subcontractor or supplier requests is justified and appropriate, (b) how Contractor's breach of the subcontract caused the Subcontractor or supplier to incur these damages, and (c) how the Owner's breach of the Contract caused the Contractor's breach of the subcontract. Any Contractor Claim that fails to include the above information, or that states that Owner is responsible for the Subcontractor's request only in the event that Contractor is found to owe money to Subcontractor, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

#### **4.5.6 PROCEDURES FOR CLAIMS LESS THAN OR EQUAL TO \$375,000 (PUBLIC CONTRACT CODE SECTION 20104.2)**

Claims less than or equal to \$375,000 are subject to this section 4.5.6, as well as the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5.

##### ***4.5.6.1 Claims for Less Than \$50,000***

For Claims of less than fifty thousand dollars (\$50,000), the Owner shall respond in writing to any written Claim within 45 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the claim the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Owner and Contractor. If Owner and Contractor cannot reach mutual agreement, Contractor's failure to provide any reasonably-requested information within fifteen (15) days after the request, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner's written response to the Claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

##### ***4.5.6.2 Claims Over \$50,000 and Less Than or equal to \$375,000***

For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Owner shall respond in writing to all written Claims within 60 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Owner and Contractor. If Owner and Contract cannot reach mutual agreement, Contractor's failure to provide any reasonably-requested information within thirty (30) days after the request, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time

no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

#### **4.5.6.3 *Meet and Confer***

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

If a Claim, or any portion of a Claim, over \$100,000 remains in dispute after the meet and confer and Contractor wishes to pursue it, Contractor must demand non-binding mediation in writing within fifteen (15) days. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, Contractor will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible.

#### **4.5.6.4 *Government Code Claim***

If the Claim or any portion remains in dispute after the meet and confer conference and Contractor wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.3. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall



be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.3, including any period of time utilized by the meet and confer process.

#### **4.5.7 PROCEDURES FOR CLAIMS OVER \$375,000**

Contractor and Owner shall proceed with Claims over \$375,000 pursuant to Section 4.5.6, except as follows: (a) Section 4.5.6.1, shall not be applicable; (b) for Section 4.5.6.2, Owner shall respond in writing to all written Claims within 90 days of receipt of the Claim, or may request, in writing, within 45 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor; (c) for Section 4.5.6.2, Owner shall respond within 45 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater; and (d) for Section 4.5.6.3, following the meet and confer conference, if the Claim or any portion of it remains in dispute and Contractor wishes to pursue it, Contractor must demand in writing within fifteen (15) days that the parties mediate (non-binding). If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim pursuant to Section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible.

#### **4.5.8 CONTINUING CONTRACT PERFORMANCE**

Despite submission or rejection of a Notice of Potential Change, COR or Claim, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract.

#### **4.5.9 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

##### ***4.5.9.1 Trenches or Excavations Less Than Four Feet Below the Surface***

If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

#### **4.5.9.2 *Trenches or Excavations Greater Than Four Feet Below the Surface***

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.9.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.9.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

4.5.9.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **4.5.10 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Contractor shall follow Section 4.5.

### **ARTICLE 5**

#### **SUBCONTRACTORS**

##### **5.1 DEFINITIONS**

###### **5.1.1 SUBCONTRACTOR**

A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

###### **5.1.2 SUB-SUBCONTRACTOR**

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

###### **5.1.3 SPECIALTY CONTRACTORS**

If a Subcontractor is designated as a "Specialty Contractor" as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

##### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

###### **5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER**

In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a

Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

### **5.2.2 GROUNDS FOR SUBSTITUTION**

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

- A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written Contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the prime contractor;
- B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
- C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;
- D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.
- E. When the Contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;
- F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or
- G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.
- H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.

- I. When the awarding authority determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 **No Change in Contract.** Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or result in the granting of any extension of time for the completion of the Project.

5.2.2.2 **Substitution Due to Clerical Error.** The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

In all other cases, the Contractor must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefore. The awarding authority shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the awarding authority on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the awarding authority shall be final.

### 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract



Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the

Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

#### **5.5 SUBCONTRACTOR'S RESPONSIBILITIES**

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

##### **5.5.1 SUPERVISION BY SUBCONTRACTORS**

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

#### **5.5.2 DISCIPLINE AND ORDER**

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

#### **5.5.3 DEFECTS DISCOVERED**

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Contractor, the Owner and Architect, or other Subcontractors as Contractor elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Contractor over its written objection.

#### **5.5.4 SUBCONTRACTOR INFORMATION**

Each Subcontractor shall submit to the Owner, the Contractor, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Contractor in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Contractor with respect thereto.

#### **5.5.5 TEMPORARY STRUCTURES**

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Project for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

#### **5.5.6 CHARGES TO SUBCONTRACTOR**

Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

#### **5.5.7 FINES IMPOSED**

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

#### **5.5.8 PROJECT SIGNS**

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

#### **5.5.9 REMEDIES FOR FAILURE TO PERFORM**

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools,

materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

#### **5.5.10 DISPUTES NOT TO AFFECT WORK**

In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

#### **5.5.11 APPLICATION FOR PAYMENT**

Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

#### **5.5.12 COMPLIANCE WITH PROCEDURES**

Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

#### **5.5.13 ON-SITE RECORD KEEPING**

Subcontractor shall comply with all on-Site record keeping systems established by the Contractor and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

#### **5.5.14 NON-EXCLUSIVE OBLIGATIONS**

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

## **ARTICLE 6**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

#### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

##### **6.1.1 OWNER'S RIGHTS**

The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

##### **6.1.2 DESIGNATION AS CONTRACTOR**

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner/Contractor Agreement.

##### **6.1.3 CONTRACTOR DUTIES**

The Contractor shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the Owner until subsequently revised.

##### **6.1.4 OWNER OBLIGATIONS**

Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.



## **6.2 MUTUAL RESPONSIBILITY**

### **6.2.1 DELIVERY AND STORAGE**

The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

### **6.2.2 NOTICE BY CONTRACTOR**

If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

### **6.2.3 COSTS INCURRED**

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work or property shall be borne by the party responsible. Should Contractor/any contractor cause damage to the work/Work or property of any separate contractor on the Project, or cause any delay to any such contractor, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay under section 3.16. Owner may withhold from progress payments and/or retention the cost of delay or damage to another contractor's work or damage to another contractor's property caused by Contractor.

### **6.2.4 CORRECTION OF DAMAGE**

The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

## **6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 CHANGES**

##### **7.1.1 NO CHANGES WITHOUT AUTHORIZATION**

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper completion or construction of the Work contemplated, and Owner reserves the right to require Contractor to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Contractor with money or grant extra time for any extra work ordered by the Owner to be performed. Contractor shall follow the provisions of 7.6 and 7.7 when requesting additional money or additional time. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Contractor shall follow 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

##### **7.1.2 AUTHORITY TO ORDER MINOR CHANGES**

The Owner has authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

## **7.2 CHANGE ORDERS (“CO”)**

A CO is a written instrument signed by the Owner and the Contractor, stamped (or sealed) and signed by Architect, and approved by the Owner’s Governing Board and DSA, stating the agreement of Owner and Contractor upon all of the following:

- A. A change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

## **7.3 CONSTRUCTION CHANGE DIRECTIVES (“CCD”)**

### **7.3.1 DEFINITION**

A CCD is a written unilateral order signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating an adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

### **7.3.2 USE TO DIRECT CHANGE**

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

## **7.4 REQUEST FOR INFORMATION (“RFI”)**

### **7.4.1 DEFINITION**

An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called

for in the drawings or specifications, or to address problems which have arisen under field conditions.

#### **7.4.2 SCOPE**

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

#### **7.4.3 RESPONSE TIME**

Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Owner and Contractor agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Contractor, among other things. If Contractor believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Project's critical path, Contractor shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold \$100 from progress payments or retention in addition to any other remedies which Owner may have the right to pursue.

#### **7.4.4 COSTS INCURRED**

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

## **7.5 REQUEST FOR PROPOSAL (“RFP”)**

### **7.5.1 DEFINITION**

An RFP is Owner’s written request asking the Contractor to submit to the Owner an estimate of the effect, including credits, of a proposed change on the Contract Sum and the Contract Time.

### **7.5.2 SCOPE**

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

## **7.6 CHANGE ORDER REQUEST (“COR”)**

### **7.6.1 DEFINITION**

A COR is a written request prepared by the Contractor asking the Owner for additional money or time.

### **7.6.2 CHANGES IN PRICE**

A COR shall include breakdowns per section 7.7 to validate any proposed change in Contract Sum.

### **7.6.3 CHANGES IN TIME**

Where a change in Contract Time is requested, a COR shall also include delay analysis to validate any proposed change to the Contract Time, and shall meet all requirements in these General Conditions, including but not limited to Section 8.4. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in section 3.9 and Division 1 of the Specifications.

## **7.7 PRICE OF CHANGE ORDERS**

### **7.7.1 SCOPE**

Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO.



### 7.7.2 DETERMINATION OF COST

The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

#### 1. **Daily Reports by Contractor.**

a) General: At the close of each working day, the Contractor shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

b) Labor: Show names of workers, classifications, and hours worked.

c) Materials: Describe and list quantities of materials used.

d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) Other Services and Expenditures: Describe in such detail as the Owner may require.

#### 2. **Basis for Establishing Costs.**

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation,

apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, it shall be returned unless the Contractor elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the Application for Payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

### 7.7.3 FORMAT FOR PROPOSED COST CHANGE

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract.

	<u>EXTRA</u>	<u>CREDIT</u>
A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D.	_____	_____
F. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G. Subtotal	_____	_____

H. General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of Item G; and for work performed by subcontractors, not to exceed five percent (5%).

\_\_\_\_\_

\_\_\_\_\_

I. Subtotal

\_\_\_\_\_

\_\_\_\_\_

J. Bond not to exceed one percent (1%) of Item I.

\_\_\_\_\_

\_\_\_\_\_

K. TOTAL

\_\_\_\_\_

\_\_\_\_\_

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project, and (2) any costs of preparing a COR, including but not limited to delay analysis. Any costs or expenses not included are deemed waived.

#### 7.7.4 DISCOUNTS, REBATES, AND REFUNDS

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

#### 7.7.5 ACCOUNTING RECORDS

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

#### 7.7.6 NOTICE REQUIRED

Contractor shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

#### 7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

## **7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME**

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

##### **8.1.1 CONTRACT TIME**

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

##### **8.1.2 NOTICE TO PROCEED**

Contractor shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

##### **8.1.3 DAYS**

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### **8.2 HOURS OF WORK**

##### **8.2.1 SUFFICIENT FORCES**

Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

##### **8.2.2 PERFORMANCE DURING WORKING HOURS**

Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the Owner.

##### **8.2.3 LABOR CODE APPLICATION**

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any



worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

#### **8.2.4 COSTS FOR AFTER HOURS INSPECTIONS**

If the work done after hours is required by the Contract Documents to be done outside the Contractor's or the Inspector of Record's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do work outside regular working hours for the Contractor's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention. Contractor shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Contractor elects to perform work outside the Inspector of Record's regular working hours, costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention.

#### **8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS**

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

### **8.3 PROGRESS AND COMPLETION**

#### **8.3.1 TIME OF THE ESSENCE**

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

#### **8.3.2 NO COMMENCEMENT WITHOUT INSURANCE**

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

#### **8.3.3 EXPEDITIOUS COMPLETION**

The Contractor shall proceed expeditiously to perform the Work, with adequate forces, labor, materials, equipment, services and management, and shall achieve Completion within the Contract Time.

### **8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES**

#### **8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK, ONLY (EXCUSABLE DELAY)**

If Contractor exercises due diligence, but the critical path schedule of the Work is unavoidably delayed due to acts of God, acts of public enemy, acts of the Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually severe weather, or delays of subcontractors due to such causes, the Owner shall extend the time to complete the Work if Contractor complies with Section 4.5 and Article 7. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

#### **8.4.2 COMPENSABLE DELAY (TIME AND MONEY)**

Compensable delays are those excusable delays for which Contractor is also entitled to money. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

#### **8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY**

Contractor shall comply with Section 4.5 and Article 7.

#### **8.4.4 EARLY COMPLETION**

Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work on the Project.

#### **8.4.5 LIQUIDATED DAMAGES**

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of this agreement. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified, during or as a result of each calendar day by which completion of the Project is delayed beyond the completion date as adjusted by Change Orders.

If the Contractor fails to complete the Project by the completion date as adjusted by Change Orders, and liquidated damages therefore accrue, the Owner, in addition to all other remedies provided by law, shall have the right to assess liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before the completion date (as adjusted by Change Orders) that the Contractor cannot or will not complete the Work before that completion date, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

## **8.5 GOVERNMENT APPROVALS**

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement, later adjusted by Change Orders and Construction Change Directives, and is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

#### **9.2 COST BREAKDOWN**

##### **9.2.1 REQUIRED INFORMATION**

On forms approved by the Owner, the Contractor shall furnish the following:

- A. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a detailed breakdown of the Contract Sum (Schedule of Values) for each Project or Site. Each item in the schedule of values shall include its proper share of the overhead and profit.
- B. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the Owner may require;
- C. Five (5) days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;
- D. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, the name, address, telephone number, fax number, license number, and classification of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.

##### **9.2.2 OWNER ACCEPTANCE REQUIRED**

The Owner shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner.

All submissions must be accepted by the Owner before becoming the basis of any payment.

### **9.3 APPLICATIONS FOR PAYMENT**

#### **9.3.1 PROCEDURE**

On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise, an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. Such application shall be notarized, if required, and supported by the following or such portion thereof as the applicable entity requires:

- A. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- B. The amount being requested with the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- C. The balance that will be due to each of such entities after said payment is made;
- D. A certification that the Record Drawings and Annotated Specifications are current;
- E. The Owner approved additions to and subtractions from the Contract Sum and Time;
- F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);
- G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
- H. The percentage of completion of the Contractor's Work by line item;
- I. A statement showing all payments made by the Contractor for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to subcontractors or others because of a dispute or other reason; and



- J. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Contractor has not previously submitted.

### **9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT**

As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Architect specifically recommends, and Owner specifically approves the payment in writing. If payments are to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the Contractor, Subcontractor, or vendor of bills of sale and such other documents satisfactory to the Owner to establish the Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Site. All stored items shall be inventoried, specified by identification numbers (if applicable), released to the Owner by sureties of the Contractor and the Subcontractor and, if stored off-Site, stored only in a bonded warehouse.

### **9.3.3 WARRANTY OF TITLE**

The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the work. Transfer of title to work does not constitute a waiver by Owner of any defects in the work.

## **9.4 REVIEW OF PROGRESS PAYMENT**

### **9.4.1 OWNER ACCEPTANCE**

The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either accept such payment or notify the Contractor in writing of the Owner's reasons for withholding acceptance in whole or in part as provided in paragraph 9.5.1.

### **9.4.2 OWNER'S REVIEW**

The review of the Contractor's Application for Payment by the Owner will be based, at least in part, on the Owner's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated. The review is also subject to an

evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under section 9.3. The issuance of a Certificate for Payment will constitute a representation that the Contractor is entitled to payment in the amount certified, subject to any specific qualifications Owner expresses in the Certificate for Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the work covered by the Application for Payment, nor will it be a representation that the Owner has:

- A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;
- B. Reviewed construction means, methods, techniques, sequences, or procedures;
- C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment; or
- D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## **9.5 DECISIONS TO WITHHOLD PAYMENT**

### **9.5.1 REASONS TO WITHHOLD PAYMENT**

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the stop payment notice funds withheld to the Contractor, except that Owner may

permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.

- C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;
- D. Reasonable doubt that the Work can be completed for the unpaid balance of any Contract Sum or by the completion date;
- E. Damage to the property or work of the Owner, another contractor, or subcontractor;
- F. Unsatisfactory prosecution of the Work by the Contractor;
- G. Failure to store and properly secure materials;
- H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;
- I. Failure of the Contractor to maintain record drawings;
- J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents;
- L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates;
- M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;
- N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;
- O. Overpayment to Contractor on a previous payment;
- P. Credits owed to Owner for reduced scope of work or work that Contractor will not perform;

- Q. The estimated cost of performing work pursuant to Section 2.4;
- R. Actual damages related to false claims by Contractor;
- S. Breach of any provision of the Contract Documents;
- T. Owner's potential or actual loss, liability or damages caused by the Contractor; and
- U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Contractor with the progress payment written notice of the items for which Owner is withholding amounts from the payment. To claim wrongful withholding by the Owner, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry in writing to Owner within thirty (30) days of receipt of the notice, and Owner shall respond within fifteen (15) days of receipt of the inquiry. If any disputed issues remain unresolved after Owner's response, Contractor shall timely submit a Claim pursuant to Section 4.5.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Project the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Contractor shall pay Owner the difference.

#### **9.5.2 PAYMENT AFTER CURE**

When Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

#### **9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD**

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

## **9.6 PROGRESS PAYMENTS**

### **9.6.1 PAYMENTS TO CONTRACTOR**

Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncomplied with. Payment shall not be a waiver of any such direction.

### **9.6.2 PAYMENTS TO SUBCONTRACTORS**

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

### **9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION**

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

### **9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT**

The Owner shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.



#### **9.6.5 PAYMENT TO SUPPLIERS**

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

#### **9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE**

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

#### **9.6.7 JOINT CHECKS**

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, Owner has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

### **9.7 COMPLETION OF THE WORK**

#### **9.7.1 CLOSE-OUT PROCEDURES**

When the Contractor considers that the Work is complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be completed or corrected (the "Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work (including the omitted item) in accordance with the Contract Documents, and to complete or correct the work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List work is complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine completion. Owner shall again inspect the Work and inform the Contractor of any items that are incomplete or incorrect. Contractor shall promptly complete or correct items until no items remain.

After the Work, including all Punch List work, is inspected and informally deemed by the Owner to be complete, the Owner's governing body may formally accept the Work as complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor's completion of the Work.

### **9.7.2 COSTS OF MULTIPLE INSPECTIONS**

More than two (2) requests by Contractor to make inspections to confirm completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments.

### **9.8 PARTIAL OCCUPANCY OR USE**

The Owner may occupy or use any completed, or partially completed, portion of the Work at any stage prior to acceptance, or prior to completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Contractor of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner, the Architect and the Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

### **9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION**

#### **9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT**

When, pursuant to Section 9.7.1, the Owner finds all of the Work is completed in accordance with the Contract Documents, it shall so notify Contractor, who shall then submit to the Owner its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that such Work has been completed in accordance with the Contract Documents.

### **9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT**

The Application for Final Progress Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in paragraph 9.3, and in addition, the following conditions must be fulfilled:

- A. The Work shall be complete, and the Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.
- B. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Contractor delivered them to the Owner.
- C. The Contractor shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.
- D. Contractor shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

Acceptance of Final Progress Payment shall constitute a complete waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of Final Progress Payment.

### **9.9.3 RELEASE OF RETAINAGE**

Owner may withhold from release or payment of retainage (or "retention") up to 150% of disputed amounts listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Contractor, Owner may withdraw the withheld retainage from the escrow account. Owner shall release the undisputed retainage within sixty (60) days after completion of the Work. For this purpose, "completion" is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Contractor under Public Contract Code section 22300.

## **9.10 SUBSTITUTION OF SECURITIES**

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered by Owner and Contractor pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

##### **10.1.1 CONTRACTOR RESPONSIBILITY**

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Contractor will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors to form a joint safety effort.

##### **10.1.2 SUBCONTRACTOR RESPONSIBILITY**

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person

shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

#### **10.1.3 COOPERATION**

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

#### **10.1.4 ACCIDENT REPORTS**

Subcontractors shall promptly report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

#### **10.1.5 FIRST-AID SUPPLIES AT SITE**

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

#### **10.2.1 THE CONTRACTOR**

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

#### **10.2.2 CONTRACTOR NOTICES**

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.



### **10.2.3 SAFETY BARRIERS AND SAFEGUARDS**

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

### **10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL**

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

### **10.2.5 FINGERPRINTING**

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is a part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

## **10.3 PROTECTION OF WORK AND PROPERTY**

### **10.3.1 PROTECTION OF WORK**

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until formal acceptance of the Work or completion of the Work if there is no formal acceptance of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

### **10.3.2 PROTECTION FOR ELEMENTS**

The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

### **10.3.3 SHORING AND STRUCTURAL LOADING**

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in

construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

#### **10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS**

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

#### **10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES**

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

#### **10.3.6 SITE ACCESS**

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

#### **10.3.7 PROTECTION OF MATERIALS**

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

### **10.4 EMERGENCIES**

#### **10.4.1 EMERGENCY ACTION**

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency

shall be determined as provided in Section 4.5 and Article 7.

#### **10.4.2 ACCIDENT REPORTS**

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

### **10.5 HAZARDOUS MATERIALS**

#### **10.5.1 DISCOVERY OF HAZARDOUS MATERIALS**

In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether or not such material was generated by the Contractor or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

#### **10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS**

In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

#### **10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR**

In the event the presence of hazardous materials on the Site is not caused by the Contractor, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any additional costs incurred or Project delay in accordance with the applicable provisions of Article 7 herein. Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and

expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, District does not waive any immunities.

#### **10.5.4 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR**

In the event the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

#### **10.5.5 TERMS OF HAZARDOUS MATERIAL PROVISION**

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

#### **10.5.6 ARCHEOLOGICAL MATERIALS**

In the event the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice from the Owner.

### **ARTICLE 11**

#### **INSURANCE AND BONDS**

##### **11.1. CONTRACTOR'S LIABILITY INSURANCE**

###### **11.1.1 LIABILITY INSURANCE REQUIREMENTS**

11.1.1 By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage

combined single limit as set forth in the Agreement as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188; and
- 11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188; and
- 11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and
- 11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and
- 11.1.1.5 claims involving blanket contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- 11.1.1.6 claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU).

If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.



#### **11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

#### **11.1.3 OWNER'S INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

#### **11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS**

The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

#### **11.1.5 WORKERS' COMPENSATION INSURANCE**

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the contractor fails to maintain such insurance, the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Contractor being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.

### **11.1.6 BUILDER'S RISK/"ALL RISK" INSURANCE**

#### **11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS**

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

#### **11.1.7 CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE**

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

#### **11.1.8 FIRE INSURANCE**

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

#### **11.1.9 OTHER INSURANCE**

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

#### **11.1.10 PROOF OF CARRIAGE OF INSURANCE**

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:

This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- (c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.
- (d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

#### **11.1.11 COMPLIANCE**

In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

**11.2.1 BOND REQUIREMENTS**

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, the Owner may terminate the Contract for cause.

**11.2.2 SURETY QUALIFICATION**

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

**ARTICLE 12****UNCOVERING AND CORRECTION OF WORK****12.1 UNCOVERING OF WORK****12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS**

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Contractor must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Contract Sum or Time.

### **12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED**

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such work, and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such work is not in accordance with Contract Documents, the Contractor shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

## **12.2 CORRECTION OF WORK; WARRANTY**

### **12.2.1 CORRECTION OF REJECTED WORK**

The Contractor shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

### **12.2.2 REMOVAL OF NONCONFORMING WORK**

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

### **12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT**

If the Contractor fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contractor shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If progress payments or retention then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.



#### **12.2.4 COST OF CORRECTING THE WORK**

The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming work.

#### **12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)**

Pursuant to the warranty in Section 3.5, if within one (1) year after the completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

#### **12.2.6 NO TIME LIMITATION**

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Section 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties under Sections 3.5 and 9.7.1, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT**

If it is found at any time before completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper work. The Owner may withhold from any amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural related work shall be accepted that is not in conformance with the Contract Documents.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

#### **13.2 SUCCESSORS AND ASSIGNS**

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

#### **13.3 WRITTEN NOTICE**

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

#### **13.4 RIGHTS AND REMEDIES**

##### **13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE**

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

#### **13.4.2 NO WAIVER**

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

### **13.5 TESTS AND INSPECTIONS**

#### **13.5.1 COMPLIANCE**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

#### **13.5.2 INDEPENDENT TESTING LABORATORY**

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

#### **13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD**

The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

#### **13.5.4 TESTING OFF-SITE**

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

#### **13.5.5 ADDITIONAL TESTING OR INSPECTION**

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction

determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

#### **13.5.6 COSTS FOR RETESTING**

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

#### **13.5.7 COSTS FOR PREMATURE TEST**

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

#### **13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK**

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **13.6 [INTENTIONALLY LEFT BLANK]**

## **13.7 TRENCH EXCAVATION**

### **13.7.1 TRENCHES GREATER THAN FIVE FEET**

Pursuant to Labor Code section 6705, if the Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

#### **13.7.2 EXCAVATION SAFETY**

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation

of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

### **13.7.3 NO TORT LIABILITY OF OWNER**

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

### **13.7.4 NO EXCAVATION WITHOUT PERMITS**

The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

## **13.8 WAGE RATES**

### **13.8.1 WAGE RATES**

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations (“Director”). These rates are on file with the Clerk of the Owner’s Governing Board, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the Site.

### **13.8.2 HOLIDAY AND OVERTIME PAY**

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

### **13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS**

The Contractor shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

### **13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION**

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates discussed in the Notice to Bidders or the Contract subsequently awarded.

### **13.8.5 FORFEITURE AND PAYMENTS**

Pursuant to Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall as a penalty to the Owner, forfeit not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the contractor or subcontractor; and (2) whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor.

### **13.8.6 MINIMUM WAGE RATES**

Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

### **13.8.7 PER DIEM WAGES**

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

### **13.8.8 POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES**

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

## **13.9 RECORD OF WAGES PAID: INSPECTION**

### **13.9.1 APPLICATION OF LABOR CODE**

Pursuant to section 1776 of the Labor Code:

- (a) Each Contractor and subcontractor shall keep accurate payroll records, showing



the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR"). The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement of the DIR. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Contractor.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. A contractor is not subject to a

penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

## **13.10 APPRENTICES**

### **13.10.1 APPRENTICE WAGES AND DEFINITIONS**

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

### **13.10.2 APPRENTICE LABOR POOL**

When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

### 13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

### 13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 *Apprenticeable Craft or Trade.* “Apprenticeable craft or trade” as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.

- D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

#### **13.10.5 RATIO EXEMPTION**

When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

#### **13.10.6 APPRENTICE FUND**

A Contractor to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Project, to which fund or funds other contractors in the area of the site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

#### **13.10.7 PRIME CONTRACTOR COMPLIANCE**

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor.

#### **13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE**

All decisions of the joint apprenticeship committee under this section 13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

### 13.10.9 NO BIAS

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

### 13.10.10 VIOLATION OF LABOR CODE

Pursuant to Labor Code section 1777.1, in the event a Contractor or Subcontractor willfully fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, among other things:

- (a) The Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.
- (b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of one hundred dollars (\$100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.
- (c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.
- (d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.
- (e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.



## **13.11 ASSIGNMENT OF ANTITRUST CLAIMS**

### **13.11.1 APPLICATION**

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

### **13.11.2 ASSIGNMENT OF CLAIM**

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

## **13.12 AUDIT**

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Owner shall also have the right to an audit, and Contractor must cooperate by producing all information requested within seven (7) days.

## **13.13 STORM WATER DISCHARGE PERMIT**

If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate

payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

## **ARTICLE 14**

### **TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE**

Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

#### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

##### **14.2.1 GROUNDS FOR TERMINATION**

The Owner may terminate the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the work toward completion within the Contract Time;
- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);

- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

#### **14.2.2 NOTIFICATION OF TERMINATION**

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a “Notice of Intent to Terminate”). If Contractor fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor’s surety on the performance bond (“Surety”):

- A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. Accept assignment of subcontracts pursuant to section 5.4; and
- C. Complete the Work by whatever reasonable method the Owner may deem expedient.

#### **14.2.3 PAYMENTS WITHHELD**

If the Owner terminates the Contract for one of the reasons stated in section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete.

#### **14.2.4 PAYMENTS UPON COMPLETION**

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

#### **14.2.5 INCLUSION OF TERMINATION FOR CONVENIENCE**

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

## 14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

### 14.3.1 SUSPENSION BY OWNER

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 *Adjustments.* An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

- A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
- B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 *Adjustments for Fixed Cost.* Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

### 14.3.2 TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.2.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- 1. Cease operations as directed by the Owner in the notice;
- 2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

#### **14.4 NOT A WAIVER**

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

#### **14.5 MUTUAL TERMINATION FOR CONVENIENCE**

The Contractor and the Owner may mutually agree in writing to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

#### **14.6 EARLY TERMINATION**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.



# CITY OF LEMOORE

## BUDGET AMENDMENT FORM

Date: 4/27/2017	Request By: Nathan Olson
Requesting Department: Streets 4231	

### TYPE OF BUDGET AMENDMENT REQUEST:

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

### TYPE OF BUDGET AMENDMENT ACCOUNT:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
247	9717	4310	\$ 150,000.00	\$ 150,000.00	\$ 300,000.00
034			\$ 1,653,338.54	\$ (150,000.00)	\$ 1,503,338.54
Total					

### INFORMATION FOR TRANSFER FUNDING SOURCE:

APPROVAL:	
Nathan Olson	4/27/2017
City Manager:	Date:
Completed By: Nathan Olson	Date: 4/27/2017





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

## Staff Report

Item No. 5-4

**To:** Lemoore City Council  
**From:** Nathan Olson, Public Works Director  
**Date:** April 24, 2016 **Meeting Date:** May 2, 2017  
**Subject:** Award Bid for Cimmaron Park Sewer System Repairs and Cure in Place Piping (CIPP)

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

### **Proposed Motion:**

Approve contract award to Rockeez Engineering for the repair and installation of CIPP (Perma-Liner) for Cimmaron Park.

### **Subject/Discussion:**

The Cimmaron Park sanitary sewer infrastructure is failing and beyond its useful life. The existing Asbestos Concrete (AC) pipe has intrusion from crown rot, roots, debris and open sections. Groundwater has been detected seeping into the sewer line. These findings were recorded using video recordings performed by city staff, in partnership with Jon Nichols from Rockeez Engineering.

The original camera footage on the repair sections only showed 1200 feet of the proposed 5000 feet of repairs due to blockages. Public Works conducted a detailed inspection of the sewer line infrastructure in Cimmaron Park. The inspection detailed the deterioration of the sewer infrastructure. Remediation efforts would include a complete replacement of the sewer line, or installation of CIPP manufactured by Perma-Liner, which has the same useful life period as that of a total replacement. Perma-Liner installation will be more cost effective, but will require additional work prior to installation. Perma-Liner is an epoxy resin liner that forms inside the existing pipe and allows for seamless transitions and increased flow.

Additional work prior to CIPP installation will include an additional 116 cleanouts for residential connections, slurry installation around existing pipe to prevent groundwater intrusion and section replacements due to collapsed pipe. Inspection of man holes also require more work than in original scope. Failed upper rings and corrosion are allowing rocks and debris to enter the sewer system. Several manholes along Belle Haven Drive will need to be reconstructed because of failures of the bottom of the manhole.

The City of Lemoore went out to bid on September 29, 2016. The bid was advertised for twenty (20) days with no respondents. Local contractors contacted installers from the Los Angeles and Bay areas to try and sub out the work to no avail. Rockeez Engineering showed interest in the project, but were unable to procure a sub-contractor to assist in the work at the time of the original bid.

Per Public Contract Code (PCC) Provision 20166, in its discretion, the legislative body may reject any bids presented and re-advertise. If two or more bids are the same, and the lowest, the legislative body may accept the one it chooses. If no bids are received, the legislative body may complete the project without further complying with this chapter.

City Engineer, QK, reached out to Rockeez Engineering to discuss the project. Since the original bid, Rockeez has become the only certified installer of Perma-Liner for the San Joaquin Valley. Rockeez Engineering has submitted a quote in the amount of \$1,389,752.

Upon receiving the quote from Rockeez, QK contacted an additional four installers to give them an opportunity to quote the job. Plans and video for the project were sent to the four contractors. No installers were interested in performing the work and resulted in no additional quotes for the project.

**Financial Consideration(s):**

This project is identified in the 5-year Community Investment Plan. Original engineers estimate for the Cimmaron project was \$547,000. Staff previously requested the amount be increased to \$900,000 during CIP reviews. Fund 060, account 1010 (cash) currently has \$10 million dollars available to be used towards repairs.

**Alternatives or Pros/Cons:**

**Pro:**

- Project cost less than 50% of full replacement
- Minimal damage to existing streets
- AC pipe not to be removed and treated as hazardous waste or filled with slurry mix to abandon in place
- CIPP meets American Society for Testing and Materials (ASTM) standards
- Less dust and equipment on site for safer community during repairs

**Cons:**

- Project cost exceed previous estimates

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends approving the bid to Rockeez Engineering in the amount of \$1,389,752. Authorize a budget adjustment in the amount of \$489,752 to Fund 060 Department 4260 Account Number 4310 (Professional Services). Authorize Acting City Manager to negotiate and authorize contract.

**Attachments:**

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☒ Proposal & Agreement
- ☒ Other

**Review:**

- ☒ Finance
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk

**Date:**

4/27/17  
4/26/17  
4/26/17  
4/27/17

List: Budget Adjustment Form

**PROPOSAL TO THE  
CITY COUNCIL  
CITY OF LEMOORE  
KINGS COUNTY, CALIFORNIA  
FOR  
CIMARRON PARK SEWER IMPROVEMENT PROJECT  
(CIP 9301)**

PROPOSAL OF Rockeez Eng - Packaging ProTech (hereinafter  
called "Bidder") organized and existing under the laws of the State of Ca  
\_\_\_\_\_, doing business as a corporation.\*

\* Insert "a corporation," "a partnership," or "an individual" as applicable.

TO: The City Council, City of Lemoore  
(Hereinafter called "City")

The undersigned, as bidder, declares that he has carefully examined the location of the proposed work, that he has thoroughly examined all the Contract Documents and Plans, and that this proposal is made without collusion with any other person, firm, or corporation, and that all laws and ordinances relating to the interest of public officers in the contract have been complied with in every respect; AND he proposes and agrees, if this proposal is accepted, that he will contract with the City in the form of contract contained herein to provide all necessary machinery, tools, equipment, and other means of construction, and to furnish all materials and provide superintendence, overhead expenses, and all labor and expenses of whatever nature to construct the work in accordance with the Plans and the detailed Specifications and other contract provisions contained herein or reasonably implied thereby, or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the Engineer, and to indemnify the City against any loss or damage arising from any act of the undersigned as Contractor and that he will take as full payment therefor the sum stated below.

Bidder hereby agrees to commence work under this contract on or before the date specified in the written *Notice to Proceed* from the City, and to fully complete the project within the time allotted in the Special Provisions. Bidder further agrees to forfeit and pay the City for each calendar day of delay in the completion of the project as provided for in the Special Provisions.

The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of bids, and the City of Lemoore does not, expressly or by implication, warrant that the given quantities of work will be performed but reserves the right to increase or decrease the amounts of any portion of the work, or to omit portions of the work as may deemed necessary or advisable by the Engineer, without claim for damage or loss of anticipated profit. The undersigned understands that payment will be made only on the basis of the actual quantities or work performed.

### INFORMATION REQUIRED OF BIDDER

The bidder shall furnish the following information. Failure to comply with this requirement will render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required.

(1) Number of years as a contractor in construction work of this type: 36 Years

(2) Names and titles of all officers of contractor's firm:

President Stacey Minter  
Secretary Alisa Minter  
Treasurer Alisa Minter  
Manager Jon Nichols

(3) Name of person who inspected site of proposed work for your firm: Jon Nichols

Date of Inspection: 11-30-16 - 3-4-17

(4) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Kingsburg Insurance  
Jeff Carter 559-269-2258

(5) ATTACH TO THIS BID the experience resume of the person who will be designated chief construction superintendent.

(6) List five projects completed as of recent date involving work of similar type and complexity:

Project: Lemoore IDAHO water line

Contract Price: 150K

Name, address and telephone number of owner: City of Lemoore

Name and telephone number of Contact Person: Nathan Olson

Rick Joyner



Project: Downtown Merced Reconstruct  
Contract Price: 3.8 mill  
Name, address and telephone number of owner: KH Construction  
5320 N. BARCUS AVE, Fresno Ca 93722  
Name and telephone number of Contact Person: Frank Cornell  
559-277-4700

Project: Chukchansi Gold Parking Garage  
Contract Price: 285k  
Name, address and telephone number of owner: BMX General Const  
5485 E. OLIVE AVE Fresno Ca 93727  
Name and telephone number of Contact Person: 559-243-4200

Project: BUCHANAN High  
Contract Price: 600k  
Name, address and telephone number of owner: BMX  
5485 E. OLIVE AVE Fresno Ca 93727  
Name and telephone number of Contact Person: 559-243-4200

Project: Fresno State AQUATICS  
Contract Price: 400K  
Name, address and telephone number of owner: BMX  
5485 E. OLIVE, Fresno. CA 93727  
Name and telephone number of Contact Person: 559-243-4200



## PROPOSAL

### TO THE CITY OF LEMOORE:

The undersigned declares that he has carefully examined the location of the proposed work, that he has carefully examined the Plans and Specifications and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said Plans and Specifications, for the prices as listed below:

### CITY OF LEMOORE CIMARRON PARK SEWER IMPROVEMENT PROJECT (CIP 9301)

ITEM	QTY.	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
1.	L.S.	L.S.	Mobilization and Demobilization, including bonds, permits, licenses, fees required to perform the work, complete and in place @ <u>two-hundred ninety-four thousand two-hundred ninety three dollars and nineteen cents</u> _____ Dollars Lump Sum Amount.	<u>\$294,243.19</u> /L.S.	<u>\$294,293.19</u>
2.	L.S.	L.S.	Maintenance and Traffic Control, including barricades, signs, lights and other means, complete and in place @ <u>Thirty five thousand and no cents</u> _____ Dollars Lump Sum Amount.	<u>\$ 35,000</u> /L.S.	<u>\$ 35,000.00</u>
3.	2,084	L.F.	Furnish and Install 6-inch Cured-in-Place Pipe Liner as shown on the plans, complete and in place @ <u>One Hundred-twenty-seven dollars and sixty-four cents</u> _____ Dollars per Lineal Foot.	<u>\$ 127.64</u> /L.F.	<u>\$ 266,001.76</u>
4.	1,381	L.F.	Furnish and Install 8-inch Cured-in-Place Pipe Liner as shown on the plans, complete and in place @ <u>One Hundred-twenty-seven dollars and forty-four cents</u> _____ Dollars per Lineal Foot.	<u>\$ 127.44</u> /L.F.	<u>\$ 175,994.64</u>
5.	1,014	L.F.	Furnish and Install 10-inch Cured-in-Place Pipe Liner as shown on the plans, complete and in place @ <u>One Hundred-thirty-nine dollars and five cents</u> _____ Dollars per Lineal Foot.	<u>\$139.05</u> /L.F.	<u>\$140,996.70</u>
6.	590	L.F.	Furnish and Install 12-inch Cured-in-Place Pipe Liner as shown on the plans, complete and in place @ <u>One Hundred-fifty-five dollars and ninety-three cents</u> _____ Dollars per Lineal Foot.	<u>\$155.93</u> /L.F.	<u>\$91,998.70</u>

ITEM	QTY.	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
7.	L.S.	L.S.	Provide and Maintain Sewer By-pass System as required, complete and in place @ <u>Seventy thousand dollars and no cents</u> _____ Dollars Lump Sum Amount.	\$70,000 /L.S.	\$70,000.00
8.	7	EA.	Spot repairs for 6" Sewer line, complete and in place @ <u>six thousand one hundred forty-two dollars and eight -five cents</u> _____ Dollars per Each.	\$6,142.85/EA.	\$42,999.95
9.	9	EA.	Spot repairs for 8" Sewer line, complete and in place @ <u>six thousand one hundred eleven dollars and eleven cents</u> _____ Dollars per Each.	\$6,111.11/EA.	\$54,999.99
10.	5	EA.	Spot repairs for 10" Sewer line, complete and in place @ <u>five thousand two hundred dollars and no cents</u> _____ Dollars per Each.	\$5,200.00/EA.	\$26,000.00
11.	1	EA.	Spot repairs for 12" Sewer line, complete and in place @ <u>Eight Thousand dollars and no center</u> _____ Dollars per Each.	\$8,000.00/EA.	\$8,000.00
12.	113	EA.	Install Sewer lateral clean outs as required, complete and in place @ <u>One Thousand three hundred seventy-one and sixty-eight cents</u> _____ Dollars per Each.	\$1,371.68/EA.	\$154,999.84
13.	1	EA.	Manhole rehabilitation on manhole 1, complete and in place @ <u>six thousand dollars and eleven cents</u> _____ Dollars per Each.	\$6,000.11/EA.	\$6,000.11
14.	1	EA.	Manhole rehabilitation on manhole 4, complete and in place @ <u>six thousand dollars and fifty-nine cents</u> _____ Dollars per Each.	\$6,000.59/EA.	\$6,000.59
15.	21	EA.	Repair manholes as required, complete and in place @ <u>Seven hundred fifty dollars and nine cents</u> _____ Dollars per Each.	750.09 /EA.	\$15,751.89
<b>TOTAL BID AMOUNT</b>				\$1,389,752.00	

Total Bid Amount (written in words) is One million three hundred eighty nine

thousand seven hundred fifty two Dollars and No Cents.

In the case of discrepancy between words and figures, the words shall prevail; and in the case of discrepancy between unit prices and totals, the unit price shall prevail.

## MAJOR MATERIAL SUPPLIERS INFORMATION

The bidder shall indicate opposite each item of material listed below the name of the manufacturer or supplier of the material proposed to be furnished under the bid. Failure to comply with this requirement may render the proposal informal and may cause its rejection.

### Equipment/Material

### Manufacturer or Supplier

1. Cured-in Place Liner

Perma-Liner

2. clean out S

Ferguson

3.

\_\_\_\_\_

4.

\_\_\_\_\_

Awarding a contract under this bid will not imply approval by the City of manufacturers or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.



We, the undersigned, further agree, if this proposal shall be accepted by the Owner, to sign the contract and to furnish the required bonds, with satisfactory surety or sureties, within ten (10) calendar days from the date of mailing of the Notice of Award, and if the undersigned shall fail to contract as aforesaid, it shall be understood that he has abandoned the contract and therefore this proposal shall be null and void and our certified check or bond shall be forfeited to and become the property of the City.

WITNESS our hands this 05 day of April, 2018.

Signature of bidder or bidders with business address and phone number:

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

NOTICE: In case of a corporation, list below the names and addresses of the following officers:

President: Stacey Minter

Secretary: Alisa Minter

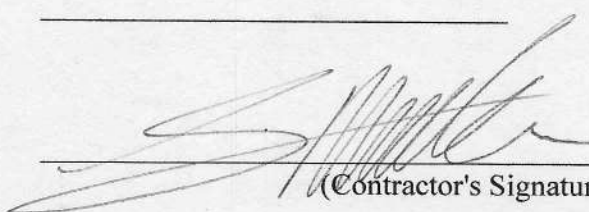
Treasurer: Alisa Minter

Manager: Jon Nichols

## SUBCONTRACTORS

Pursuant to the provisions of Section 4100 to 4113 inclusive, of the Government Code of the State of California, every bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid. If the Bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the Bidder's total bid, he agrees to perform that portion himself. The following is the required list of subcontractors:

### BIDDER'S LIST OF SUBCONTRACTORS (Use extra sheet if necessary)

<u>Type of Work</u>	<u>Name, Address, Email of Subcontractors</u>	<u>Contractor's License No. / DIR Registration</u>
<u>Concrete</u>	<u>Kyle@stoneysilk.com</u>	<u>1000000749</u>
<u>Bypass</u>	<u>Rainforest</u>	<u>1000067630</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u>4-4-2017</u>		<u> </u>
Date	(Contractor's Signature)	

During the bid opening, the lowest of the bids provided for the Total Bid shall be used for selection of the Contractor.

List the name of the person who inspected the site of the proposed work for your firm:

Jon Nichols Date of Inspection: 11-30-16 - 3-4-17



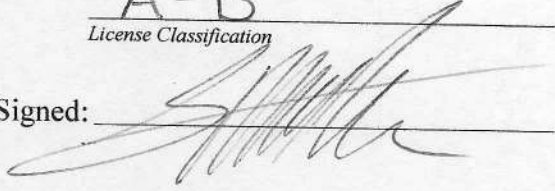
## STATEMENT OF LICENSURE

UNDER PENALTY OF PERJURY, I swear that the license or certificate of licensure (a copy of which is attached hereto) is mine, is current and valid, and is in a classification appropriate to the work to be undertaken.

977495 Packaging ProTech  
Licensee

977495  
Contractor's License Number and Expiration Date

A-B  
License Classification

Signed: 

If the bidder possesses a current City of Lemoore Business License at Bid Day, the bidder certifies its number is 1533, dated \_\_\_\_\_.

Current DIR Registration number: 1000036862

## **A G R E E M E N T**

THIS AGREEMENT, entered into by and between \_\_\_\_\_  
hereinafter referred to as “Contractor”, and the City of Lemoore, hereinafter referred to as “the City;”

### **WITNESSETH:**

WHEREAS, the City Council of said City has awarded a contract in the amount of \$ \_\_\_\_\_  
for performing the work hereinafter mentioned in accordance with the sealed bid of said Contractor.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

#### **A.     SCOPE OF WORK**

The Contractor shall perform all the work, and furnish all the labor, materials, equipment, and all utility and transportation services required to complete all of the work of construction and installation of the improvements at the time and in the manner provided in accordance with the Plans, Bid, Special Provisions, Contract Documents, and Specifications for the Cimarron Park Sewer Project in the City of Lemoore and the County of Kings for the City of Lemoore, the items, quantities, and compensation for which are set forth in the Contractor’s bid therefore on file in the office of the City Manager of said City, and which by reference are made a part of this agreement.

#### **B.     COMPONENT PARTS**

This Contract shall consist of the following documents, each of which is on file in the office of the City Manager of said City, and all of which are incorporated herein and made a part hereof by reference:

1. This agreement
2. Notice Inviting Sealed Bids
3. Accepted Bid Proposal
4. Specifications
5. Performance Bond
6. Labor and Materials Bond
7. Certification of compliance with State Labor Code Section 3700
8. Plans, Profiles, Detailed Drawings, Specifications, Special Provisions, and any Modifications to aforesaid prior to execution of this agreement.

**C. TIME OF PERFORMANCE**

The Contractor shall begin work within ten (10) consecutive calendar days after execution of the contract by the City and receipt of the *Notice to Proceed* from the City. Time of completion for the work shall be thirty (30) working days from (a) the date of commencement of the work as established in the City's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from City, the date of Contractor's actual commencement of the Work (including mobilization).

Liquidated damages will accrue and may be assessed as provided in the Contract Documents. Should said work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the City. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the City will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the City the sum of Three Thousand (\$3,000) per calendar day for each and every day's delay beyond the time specified as and for liquidated damages, during or as a result of each calendar day by which completion of the project is delayed beyond the completion date; in case the Contractor fails to make such payment, the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Should such money not be sufficient, the City shall have the right to recover the balance from the Contractor or its sureties. The work shall be completed within the times set forth in the Special Provisions. Time is of the essence, and forfeiture due to delay will be assessed the Contractor as provided for in the Supplementary Conditions.

**D. PAYMENTS**

Payments will be made by the City to the Contractor for said work performed at the times and in the manner provided in the Specifications and at the prices stated in the Contractor's bid.

**E. ASSIGNMENT**

By submitting a bid to the City of Lemoore, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C., Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid.

**F. CHANGES**

Changes in this agreement or in the work to be done under this agreement shall be made as provided in the General Conditions.

**G. TERMINATION**

The City and Contractor may terminate this agreement as provided in the General Conditions.

***H. PREVAILING WAGES***

The project is a public work, the work shall be performed as a public work and pursuant to the General Conditions.

***I. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS***

The Contractor shall comply with all Federal laws and regulations including but not limited to the Clean Air Act, National Environmental Policy Act, Flood Disaster Protection Act, the Civil Rights Act, Housing and Community Development Act, the Davis-Bacon Act, the Anti-Kickback Act, the Fair Labor Standards Act, and the Age Discrimination Act as provided in the General Conditions and Special Provisions.

***J. INDEMNIFICATION AND INSURANCE***

The Contractor will defend, indemnify and hold harmless the City, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the City with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the City will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions.

***K. ATTORNEY'S FEES***

If either of the parties to this agreement brings any legal action or seeks arbitration regarding any provision of this agreement, the prevailing party in the litigation or arbitration shall be entitled to recover reasonable attorney's fees from the other party, in addition to any other relief that may be granted. This provision applies to the entire agreement.

***L. AMENDMENTS***

This agreement, and all corresponding attachments, constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the City's award of the agreement to Contractor, unless such agreement is expressly incorporated herein. The City makes no representations or warranties, express or implied, not specified in the Contract. The agreement is intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856. The terms of the agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

***M. WRITTEN NOTICE***

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at

or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**N. BINDING EFFECT**

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

This agreement is made and executed in duplicate and either copy shall, for all purposes, be deemed an original.

IN WITNESS WHEREOF, The City of Lemoore has caused these presents to be executed by its officers thereunto duly authorized, and the Contractor has subscribed same.

Dated: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
*Contractor*

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

(Seal if Corporation)

\_\_\_\_\_

**CITY OF LEMOORE**

Dated: \_\_\_\_\_, 2013

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

Attest: \_\_\_\_\_  
*City Clerk*

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ Secretary of the Corporation named as CONTRACTOR in the  
forgoing agreement; that \_\_\_\_\_, who signed said agreement on behalf  
of CONTRACTOR was then \_\_\_\_\_ of said corporation, and that said agreement was  
duly signed for and in behalf of said corporation by authority of its governing body and is within the scope  
of its corporate powers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

**(CORPORATE SEAL)**



**PERFORMANCE BOND (100% OF CONTRACT PRICE)**

KNOWN ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_,  
as Surety are hereby held and firmly bound unto the City of Lemoore as Owner in the penal sum of \_\_\_\_\_, for the payment  
of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

WHEREAS, the City Council of the City of Lemoore, at its regular meeting of \_\_\_\_\_  
has awarded to Principal a contract for the **CIMARRON PARK SEWER PROJECT** in the City of  
Lemoore for the City of Lemoore, and,

WHEREAS, said Principal is required under the terms of said contract to provide a bond for the faithful  
performance of said contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bonded  
Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and  
abide by, and will truly keep and perform the covenants, conditions and agreements in said contract and  
any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time of  
the contract and during a one-year warranty period and in the manner therein specified, and in all respects  
according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers,  
and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain  
in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and  
its bond shall in no way be impaired or affected by any extension of time within which the City may accept  
such bid; and said Surety does hereby waive notice of any such extension.

**PERFORMANCE BOND, PAGE TWO**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by corporate officers, to three (3) identical counterparts, each of which shall for all purposes be deemed an original thereof, the day and year first set forth below.

Executed on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Principal*

*(Seal if Corporation)*

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

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

*(Attach Acknowledgement of Authorized Representative of Principal)*

Any claims under this bond may be addressed to:

\_\_\_\_\_

(name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(name and address of Surety's agent for services and process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

(telephone number of Surety's agent in California, if different from above)

*(Attach Acknowledgement)*

\_\_\_\_\_  
*Surety*

\_\_\_\_\_  
*Attorney-in-Fact*

**NOTICE:** No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service and process in California. Certified copy of Power of Attorney must be attached.

**LABOR AND MATERIALS BOND**  
**(100% OF CONTRACT PRICE)**

KNOWN ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety  
are hereby held and firmly bound unto the City of Lemoore as Owner in the penal sum of  
\_\_\_\_\_, for the payment  
of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

WHEREAS, the City Council of the City of Lemoore, at its regular meeting of \_\_\_\_\_  
has awarded to Principal a contract for the **CIMARRON PARK SEWER PROJECT** in the City of  
Lemoore for the City of Lemoore, and,

WHEREAS, said Principal is required under the terms of said contract to provide a bond for the faithful  
performance of said contract.

NOW THEREFORE, the condition of this obligation is such, that if the above-bonded Principal and all  
subcontractors to whom any portion of the work provided for in said contract is sublet, his or its heirs,  
executors, administrators, successors, or assigns, shall promptly make payment for all labor performed and  
services rendered and materials furnished in the performance of the work provided for in said contract, then  
the above obligation shall be null and void; otherwise to remain in full force and virtue. **PROVIDED,**  
however, that this bond is subject to the following conditions and limitations:

- a. All persons who have performed labor or rendered services or furnished materials as aforesaid shall  
have a direct right of action against the Principal and Surety on this bond, which right of action  
shall be asserted in proceedings instituted in the State in which labor was performed or services  
rendered or materials furnished (or where labor has been performed or services rendered or  
materials furnished in more than one state, then in any such state). Insofar as permitted by the laws  
of such state, such right of action shall be asserted in a proceeding instituted in the name of the  
Obligee to the use and benefit of the person instituting such action and of all other persons having  
claims hereunder, and any other person having a claim hereunder shall have the right to be made a  
part of such proceedings (but not later than six months and ninety days after the complete  
performance of said contract and final settlement thereof) and to have such claim adjudicated in  
said action and judgment rendered thereon.
- b. The Surety shall not be liable hereunder for any damages recoverable under any worker's  
compensation or employer's liability statute.
- c. In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to  
any suit, action, or proceeding thereof, and the alteration or addition to the terms of the contract, or  
to the work to be performed there under or the Specifications accompanying the same shall not in  
any way affect its obligations of this bond, and it does hereby waive notice of any such change,  
extension of time, alteration, or addition to the terms of the contract, or the work or the  
Specifications.

LABOR AND MATERIALS BOND, PAGE TWO

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by corporate officers, to three (3) identical counterparts, each of which shall for all purposes be deemed an original thereof, the day and year first set forth below.

2013 Executed on \_\_\_\_\_,

\_\_\_\_\_  
*Principal*

(Seal if Corporation) By: \_\_\_\_\_

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

(Attach Acknowledgement of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
(name and address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
(name and address of Surety's agent for services and process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
(telephone number of Surety's agent in California, if different from above)

(Attach Acknowledgement)

\_\_\_\_\_  
*Surety*

\_\_\_\_\_  
*Attorney-in-Fact*

**NOTICE:** No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service and process in California. Certified copy of Power of Attorney must be attached.

Only this Certificate  
of Insurance Form  
will be Accepted

Insured \_\_\_\_\_

Address \_\_\_\_\_

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRATION DATE
<b>°WORKERS COMPENSATION</b> <hr/> (Insurer) Best's Rating _____	Employers Liability \$ _____		
<b>°GENERAL LIABILITY</b> Check Policy Type: <input type="checkbox"/> Comprehensive Or <input type="checkbox"/> Commercial Check Coverage Type: <input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence" <hr/> (Insurer) Best's Rating _____	Comprehensive General Liability Each Occurrence \$ _____ Aggregate \$ _____ <hr/> Commercial General Liability Each Occurrence \$ _____ General Aggregate, either: per project/location \$ _____ -or- twice occurrence limit \$ _____ <hr/>		
<b>°BUSINESS AUTO POLICY</b>  Liability Coverage Symbol _____ <hr/> (Insurer) Best's Rating _____	Each Person \$ _____ Each Accident \$ _____ Each Accident, Property Damage \$ _____ -or- Combine Single Limit \$ _____		
<b>°UMBRELLA LIABILITY</b> Check Coverage Type: <input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence" <hr/> (Insurer) Best's Rating _____	Occurrence/Aggregate \$ _____ Self-Insured Retention \$ _____		

*Bid Conditions*  
*Page BC-10*

<b>THE FOLLOWING ARE IN EFFECT:</b>	<b>Yes</b>	<b>NO</b>
The City, the Engineer, their officials, officers, employees, and volunteers are named on all liability policies described above as Insured as respect: (a) activities performed for the City by or on behalf of the named Insured, (b) products and completed operations of the Named Insured, and (c) any premises owned, leased, or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage of limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A,B and C		
Broad Form Property Damage		
X, C, U Hazards Included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the City, the Engineer, their officials, officers employees, and volunteers as Insured applies primary and not excess or contributing to any insurance issued in the name of the City.		
Waiver of Subrogation from Worker's Compensation insurer.		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, condition, of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

_____ <i>Insurance Agency or Brokerage</i>			_____ <i>Insurance Company</i>	
_____ <i>Address</i>			_____ <i>Home Office</i>	
_____ <i>City</i>	_____ <i>State</i>	_____ <i>Zip</i>	_____ <i>Authorized Signature</i> <i>Date</i>	
_____ <i>Name of Person to be contacted</i>			Note: Authorized signature may be agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.	
_____ <i>Telephone</i>				



WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR <u>CITY OF LEMOORE</u> (the "Entity")		SUBMIT IN TRIPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
PRODUCER    Telephone	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to)		
NAMED INSURED	OTHER PROVISIONS		
CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: Address:  Telephone: ( )	EMPLOYER'S LIABILITY LIMITS  \$ (Each Accident) \$ (Disease - Policy Limit) \$ (Disease - Each Employee)		
In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:  1. CANCELLATION NOTICE. This insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Entity. 2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the Entity, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity.  Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
ENTITY  CITY OF LEMOORE 119 FOX STREET LEMOORE, CA 93245  Attention: City Manager	AUTHORIZED <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> REPRESENTATIVE  I, (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.  Signature  (original signature required)  Telephone ( ) Date Signed		

GENERAL LIABILITY SPECIAL ENDORSEMENT		SUBMIT IN TRIPLICATE	
FOR <u>CITY OF LEMOORE</u> (the "Entity")		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Permit: (from) (to) <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____		
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: ENTITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE	OTHER PROVISIONS		
LIMIT OF LIABILITY			
\$ _____ per accident, for bodily injury and property damage. LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> INCLUDED IN LIMITS <input type="checkbox"/> IN ADDITION TO LIMITS	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: ( ) _____		
<p>In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> <li>INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds.</li> <li>CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy (a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li> <li>CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.</li> <li>SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:               <ol style="list-style-type: none"> <li>Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 (Ed. 11/88); or</li> <li>If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li> </ol> </li> </ol> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
<b>ENDORSEMENT HOLDER</b>			
ENTITY  <b>CITY OF LEMOORE</b> <b>119 FOX STREET</b> <b>LEMOORE, CA 93245</b>  <b>Attention: City Manager</b>	AUTHORIZED <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ REPRESENTATIVE  I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.  <b>Signature</b> _____ (original signature required)  Telephone ( ) _____ Date Signed _____		

<b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT</b> <b>FOR <u>CITY OF LEMOORE</u> (the "Entity")</b>		<b>SUBMIT IN TRIPLICATE</b>	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
<b>PRODUCER</b>	<b>POLICY INFORMATION:</b> Insurance Company: Policy No.: Policy Period: (from) (to)  <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$		
<b>NAMED INSURED</b>	<b>APPLICABILITY</b> , This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: <b>ENTITY AGREEMENTS/PERMITS</b>		
<b>TYPE OF INSURANCE</b>	<input type="checkbox"/> Commercial Auto Policy <input type="checkbox"/> Business Auto Policy <input type="checkbox"/> Other _____		
<b>LIMIT OF LIABILITY</b>	<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____  Telephone: (_____) _____		
\$_____ per accident, for bodily injury and property damage. <b>LOSS ADJUSTMENT EXPENSE</b> <input type="checkbox"/> INCLUDED IN LIMITS <input type="checkbox"/> IN ADDITION TO LIMITS			
<p>In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> <li><b>INSURED.</b> The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to damages and defense of suits arising from the ownership, operations, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, for which the Named Insured is responsible.</li> <li><b>CONTRIBUTION NOT REQUIRED.</b> As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy shall: a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li> <li><b>CANCELLATION NOTICE.</b> With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.</li> <li><b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:            (1) Insurance Services Office form number CA 0001 (Ed. 6/92), Code 1 ("any auto"); or            (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li> </ol> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
<b>ENDORSEMENT HOLDER</b>			
<b>ENTITY</b>  <b>CITY OF LEMOORE</b> <b>119 FOX STREET</b> <b>LEMOORE, CA 93245</b>  <b>Attention: City Manager</b>	<b>AUTHORIZED REPRESENTATIVE</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____  I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.  <b>Signature</b> _____ <i>(original signature required)</i>  Telephone ( ) Date Signed		

## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description:

### CITY OF LEMOORE CIMARRON PARK SEWER PROJECT

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated \_\_\_\_\_. You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Owner City of Lemoore\_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_

(Contractor

this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_

## NOTICE TO PROCEED

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description:

### CITY OF LEMOORE CIMARRON PARK SEWER PROJECT

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_ consecutive working days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_.

CITY OF LEMOORE  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

### CIMARRON PARK SEWER PROJECT

#### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_  
(Contractor)

this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_  
(Please Type)

Employer Tax Identification Number:

\_\_\_\_\_

Telephone Number (    ) \_\_\_\_\_

Fax Number (    ) \_\_\_\_\_



# CITY OF LEMOORE

## BUDGET AMENDMENT FORM

Date: 4/27/2017	Request By: Nathan Olson
Requesting Department: Sewer 4260	

TYPE OF BUDGET AMENDMENT REQUEST:
-----------------------------------

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

TYPE OF BUDGET AMENDMENT REQUEST:
-----------------------------------

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
247	9301	4310	\$ 900,000.00	\$ 489,752.00	\$ 1,389,752.00
060	4260	1010	\$ 10,444,328.54	\$ (489,752.00)	\$ 9,954,576.54
Total					

JUSTIFICATION FOR CHAIR/ITEM FOR THE COUNCIL:
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APPROVAL:	
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Nathan Olson	4/27/2017
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City Manager:	Date:
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Completed By: Nathan Olson	Date: 4/27/2017
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119 Fox Street • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-9003

## Staff Report

**To:** Lemoore City Council  
**From:** Janie Venegas, City Clerk / Human Resources Manager  
**Date:** April 27, 2017 **Meeting Date:** May 2, 2017  
**Subject:** Activity Update

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

### Reports

- |                               |                |
|-------------------------------|----------------|
| ➤ Warrant Register – FY 16-17 | April 20, 2017 |
| ➤ Warrant Register – FY 16-17 | April 27, 2017 |

# Warrant Register 4-20-2017

PEI  
DATE: 04/20/2017  
TIME: 15:30:06

## CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4195									
10/17	04/20/17	21		53176	1036 PACE TPA		28.72	.00	QUART ADMIN -03/31/17
TOTAL						.00	28.72	.00	
4220									
10/17	04/20/17	21		53212	5396 OFFICE DEPOT		22.87	.00	PAPER
10/17	04/20/17	21		53212	5396 OFFICE DEPOT		37.82	.00	PENS.PAD.PERF
10/17	04/20/17	21		53212	5396 OFFICE DEPOT		16.58	.00	PAD.PER
TOTAL						.00	77.27	.00	
4340									
10/17	04/20/17	21		53211	1207 NOS COMMUNICATIO		50.75	.00	COMM SERVICES
10/17	04/20/17	21		53238	0116 VERIZON WIRELESS		66.41	.00	03/05/17-04/04/17
TOTAL						.00	117.16	.00	
TOTAL						.00	223.15	.00	

PEI  
DATE: 04/20/2017  
TIME: 15:30:06

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4195									
10/17	04/20/17	21		53176	1036 PACE TPA		28.72	.00	QUART ADMIN -03/31/17
TOTAL						.00	28.72	.00	
4220									
10/17	04/20/17	21		53212	5396 OFFICE DEPOT		-47.01	.00	PAPER
TOTAL						.00	-47.01	.00	
4340									
10/17	04/20/17	21		53211	1207 NOS COMMUNICATIO		18.85	.00	COMM SERVICES
10/17	04/20/17	21		53238	0116 VERIZON WIRELESS		26.68	.00	03/05/17-04/04/17
TOTAL						.00	45.53	.00	
4389									
10/17	04/20/17	21		53235	6104 US BANK		22.00	.00	MAINTENANCE FEES
TOTAL						.00	22.00	.00	
TOTAL						.00	49.24	.00	

PEI  
DATE: 04/20/2017  
TIME: 15:30:06

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		2.25	.00	NUTS & BOLTS
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		14.56	.00	RED MARK PAINT
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		43.63	.00	MASTER PAD KEYBLANK
10/17	04/20/17	21		53184	5866 FASTENAL COMPANY		25.01	.00	W/DRILL BIT/JOBDR
10/17	04/20/17	21		53185	1547 VERITIV OPERATIN		398.38	.00	CLEANER/TOWEL
10/17	04/20/17	21		53185	1547 VERITIV OPERATIN		485.16	.00	TOWELS
10/17	04/20/17	21		53185	1547 VERITIV OPERATIN		71.69	.00	MOP
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		36.98	.00	TOW STARTER
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		9.11	.00	CONNECTOR
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		64.31	.00	AAA BATTERY
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		7.50	.00	CHEM NITR GLOVE
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		34.04	.00	SATNUTMEGPAINT
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		17.00	.00	COMPOUND/PIPE STRAP
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		375.28	.00	MAGNET TRAY/LUBE
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		5.03	.00	SPR ENAMEL
10/17	04/20/17	21		53193	0252 KINGS AUTO SUPPL		10.18	.00	WRENCH RACK
10/17	04/20/17	21	7343	-01 53227	6309 SOCIAL VOCATIONA		345.00	-345.00	CLEANING SERVICES
10/17	04/20/17	21	7343	-01 53227	6309 SOCIAL VOCATIONA		3,475.00	-3,475.00	CLEANING SERVICES
TOTAL					OPERATING SUPPLIES	.00	5,420.11	-3,820.00	
4310					PROFESSIONAL CONTRACT SVC				
10/17	04/20/17	21		53163	2653 AMERIPRIDE		37.76	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		37.76	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		37.76	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		45.76	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		16.74	.00	BLUE MAT
10/17	04/20/17	21		53163	2653 AMERIPRIDE		16.74	.00	BLUE MAT
10/17	04/20/17	21		53163	2653 AMERIPRIDE		16.74	.00	BLUE MATT
10/17	04/20/17	21		53163	2653 AMERIPRIDE		16.74	.00	BLUE MAT
10/17	04/20/17	21	7233	-01 53224	5638 SHINEN LANDSCAPE		444.59	-444.59	BUILDING LANDSCAPE MAINT
10/17	04/20/17	21	7248	-01 53227	6309 SOCIAL VOCATIONA		220.00	-220.00	CLEANING SERVICES
10/17	04/20/17	21	7314	-01 53224	5638 SHINEN LANDSCAPE		205.41	-205.41	BUILDING LANDSCAPE MAINT
10/17	04/20/17	21	7314	-01 53224	5638 SHINEN LANDSCAPE		225.00	-225.00	BUILDING LANDSCAPE MAINT
10/17	04/20/17	21	7314	-01 53224	5638 SHINEN LANDSCAPE		575.00	-575.00	BUILDING LANDSCAPE MAINT
10/17	04/20/17	21	7314	-01 53224	5638 SHINEN LANDSCAPE		500.00	-500.00	BUILDING LANDSCAPE MAINT
10/17	04/20/17	21	7314	-01 53224	5638 SHINEN LANDSCAPE		160.00	-160.00	BUILDING LANDSCAPE MAINT
10/17	04/20/17	21	7314	-01 53224	5638 SHINEN LANDSCAPE		575.00	-575.00	BUILDING LANDSCAPE MAINT
TOTAL					PROFESSIONAL CONTRACT SVC	.00	3,131.00	-2,905.00	
4340					UTILITIES				
10/17	04/20/17	21		53211	1207 NOS COMMUNICATIO		154.88	.00	COMM SERVICES
10/17	04/20/17	21		53238	0116 VERIZON WIRELESS		103.82	.00	03/05/17-04/04/17
TOTAL					UTILITIES	.00	258.70	.00	
4350					REPAIR/MAINT SERVICES				
10/17	04/20/17	21	7126	-01 53220	0388 REED ELECTRIC, L		716.37	-716.37	VARIOUS ELECTRICAL REPAIR

PEI  
DATE: 04/20/2017  
TIME: 15:30:06

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350				REPAIR/MAINT SERVICES	(cont'd)				
TOTAL				REPAIR/MAINT SERVICES		.00	716.37	-716.37	
TOTAL				MAINTENANCE DIVISION		.00	9,526.18	-7,441.37	

PEI  
DATE: 04/20/2017  
TIME: 15:30:06

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4195									
	10/17	04/20/17	21	53176	1036 PACE TPA		95.72	.00	QUART ADMIN -03/31/17
TOTAL						.00	95.72	.00	
4220U									
	10/17	04/20/17	21	53159	6699 5.11 TACTIAL		533.96	.00	JUSTIN PERKINS- UNIFO
TOTAL						.00	533.96	.00	
4340									
	10/17	04/20/17	21	53211	1207 NOS COMMUNICATIO		1,813.48	.00	COMM SERVICES
TOTAL						.00	1,813.48	.00	
TOTAL						.00	2,443.16	.00	



PEI  
DATE: 04/20/2017  
TIME: 15:30:06

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4195									
	10/17	04/20/17	21	53176	1036 PACE TPA		9.57	.00	QUART ADMIN -03/31/17
TOTAL						.00	9.57	.00	
4220									
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		35.91	.00	ANG BROOM
	10/17	04/20/17	21	53160	2182 ALERT-ALL CORPOR		382.24	.00	600 HATS/EDUCATION SU
TOTAL						.00	418.15	.00	
4230									
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		27.32	.00	LITH BATTERY
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		6.21	.00	TRIMMER LINE
	10/17	04/20/17	21	53198	0314 LEMOORE AUTO SUP		13.93	.00	OUTDOOR SOCKET
	10/17	04/20/17	21	53193	0252 KINGS AUTO SUPPL		178.30	.00	OIL AND COOLANT
TOTAL						.00	225.76	.00	
4310									
	10/17	04/20/17	21	53202	0313 LEMOORE VOLUNTEE		10,530.00	.00	MAR.17 MONTHLY CALLS
	10/17	04/20/17	21	53163	2653 AMERIPRIDE		66.06	.00	BLUE MAT/TOWEL
	10/17	04/20/17	21	53163	2653 AMERIPRIDE		30.15	.00	BLUE MAT/TOWEL
	10/17	04/20/17	21	53163	2653 AMERIPRIDE		66.06	.00	BLUE MAT/TOWEL
	10/17	04/20/17	21	53163	2653 AMERIPRIDE		102.26	.00	UNIFORM/BLUE MAT/TOWE
TOTAL						.00	10,794.53	.00	
4330									
	10/17	04/20/17	21	53158	5774 1ST RESPONSE NEW		50.00	.00	2017 CONTINUATION NOT
TOTAL						.00	50.00	.00	
4340									
	10/17	04/20/17	21	53211	1207 NOS COMMUNICATIO		15.23	.00	COMM SERVICES
	10/17	04/20/17	21	53238	0116 VERIZON WIRELESS		3.88	.00	03/05/17-04/04/17
TOTAL						.00	19.11	.00	
4350									
	10/17	04/20/17	21 7339	-01 53183	5493 FAILSAFE TESTING		650.00	-650.00	ANNUAL INSPECTION/QUINT A
	10/17	04/20/17	21 7339	-02 53183	5493 FAILSAFE TESTING		500.00	-500.00	NONDESTRUCTIVE TESTING 19
	10/17	04/20/17	21 7339	-03 53183	5493 FAILSAFE TESTING		650.00	-650.00	ANNUAL INSPECTION/2013 IN
TOTAL						.00	1,800.00	-1,800.00	
TOTAL						.00	13,317.12	-1,800.00	

PEI  
DATE: 04/20/2017  
TIME: 15:30:06

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
10/17	04/20/17	21		53238	0116 VERIZON WIRELESS		92.36	.00	03/05/17-04/04/17
TOTAL						.00	92.36	.00	
TOTAL						.00	92.36	.00	

PEI  
DATE: 04/20/2017  
TIME: 15:30:06

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4195									
10/17	04/20/17	21	53176		1036 PACE TPA		28.72	.00	QUART ADMIN -03/31/17
TOTAL						.00	28.72	.00	
4310									
10/17	04/20/17	21	53218		0876 QUAD KNOFF, INC.		435.24	.00	BRISBANE EAST LOT LIN
10/17	04/20/17	21	53218		0876 QUAD KNOFF, INC.		1,119.87	.00	TRACT 979 -170067
TOTAL						.00	1,555.11	.00	
4340									
10/17	04/20/17	21	53211		1207 NOS COMMUNICATIO		10.41	.00	COMM SERVICES
10/17	04/20/17	21	53238		0116 VERIZON WIRELESS		314.32	.00	03/05/17-04/04/17
TOTAL						.00	324.73	.00	
TOTAL						.00	1,908.56	.00	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
					UTILITIES				
10/17	04/20/17	21		53214	0363 P G & E		101.71	.00	03/01/17-03/29/17
10/17	04/20/17	21		53214	0363 P G & E		44.02	.00	03/01/17-03/29/17
10/17	04/20/17	21		53214	0363 P G & E		7,606.32	.00	02/15/17-03/16/17
TOTAL					UTILITIES	.00	7,752.05	.00	
TOTAL					STREETS	.00	7,752.05	.00	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
					OPERATING SUPPLIES				
10/17	04/20/17	21		53209	6687 MIRACLE PLAYSYST		318.39	.00	BOLT/WASHER/MALLET
10/17	04/20/17	21		53184	5866 FASTENAL COMPANY		98.04	.00	VALPARTRESP
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		12.76	.00	WHT T CAP
TOTAL					OPERATING SUPPLIES	.00	429.19	.00	
4310									
					PROFESSIONAL CONTRACT SVC				
10/17	04/20/17	21		53163	2653 AMERIPRIDE		18.40	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		18.40	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		33.40	.00	UNIFORMS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	70.20	.00	
TOTAL					PARKS	.00	499.39	.00	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4195									
	10/17	04/20/17	21	53176	1036 PACE TPA		19.14	.00	QUART ADMIN -03/31/17
TOTAL						.00	19.14	.00	
4220									
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		16.03	.00	SCHLAG LOCK KEYBLANK
	10/17	04/20/17	21	53178	2399 DEPARTMENT OF JU		435.00	.00	FED LVL VOLTEER
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		61.58	.00	PLAS PAIL
TOTAL						.00	512.61	.00	
4340									
	10/17	04/20/17	21	53211	1207 NOS COMMUNICATIO		12.63	.00	COMM SERVICES
	10/17	04/20/17	21	53238	0116 VERIZON WIRELESS		206.29	.00	03/05/17-04/04/17
TOTAL						.00	218.92	.00	
TOTAL						.00	750.67	.00	



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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
10/17	04/20/17	21	7323	-01	53177	2454	DELL COMPUTER CO	962.83	APC SMART-UPS
TOTAL						.00	962.83	-962.83	
									OPERATING SUPPLIES
4310									
									PROFESSIONAL CONTRACT SVC
10/17	04/20/17	21			53173	4056	COMCAST	2,171.88	.00 INTERNET
10/17	04/20/17	21	7336	-01	53206	6829	LINK SOURCE IT	416.32	-416.32 VERITAS BACKUP EXEC AGENT
10/17	04/20/17	21	7336	-02	53206	6829	LINK SOURCE IT	698.35	-698.35 VERITAS BACKUP EXEC SERVE
TOTAL						.00	3,286.55	-1,114.67	
									PROFESSIONAL CONTRACT SVC
TOTAL						.00	4,249.38	-2,077.50	INFORMATION TECHNOLOGY

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
10/17	04/20/17	21		53181	6115 EMPLOYEE RELATIO		64.85	.00	PRE-EMPLOY BCKGRD
10/17	04/20/17	21		53182	6805 ERISA COMPLIANCE		620.00	.00	ANNUAL/1094/1095
10/17	04/20/17	21		53161	6813 ALTA LANGUAGE SE		60.00	.00	LISTENING & SPEAKING
10/17	04/20/17	21		53195	6543 KINGS INDUSTRIAL		90.00	.00	DRUG SCREEN/EXAM
10/17	04/20/17	21		53229	0809 TAG-AMS, INC.		98.00	.00	DRUG/COLLECTION
TOTAL					PROFESSIONAL CONTRACT SVC	.00	932.85	.00	
4320					MEETINGS & DUES				
10/17	04/20/17	21		53231	2836 THE BODY SHOP HE		200.00	.00	APRIL - MEMBERSHIP
TOTAL					MEETINGS & DUES	.00	200.00	.00	
4360					TRAINING				
10/17	04/20/17	21		53189	2473 JUDY HOLWELL		292.88	.00	REIMBURSEMENT
TOTAL					TRAINING	.00	292.88	.00	
TOTAL					HUMAN RESOURCES	.00	1,425.73	.00	
TOTAL					GENERAL FUND	.00	42,236.99	-11,318.87	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
10/17	04/20/17	21		53210	0345 MORGAN & SLATES		1.14	.00	CARR BITS
10/17	04/20/17	21		53198	0314 LEMOORE AUTO SUP		62.19	.00	BEARING LOCK NU
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		1.24	.00	NUTS & BOLTS
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		10.21	.00	HARDWARE
10/17	04/20/17	21		53198	0314 LEMOORE AUTO SUP		66.07	.00	6G-6FJX/HOSE-BULK
10/17	04/20/17	21		53198	0314 LEMOORE AUTO SUP		121.49	.00	BATTERY-POWER SPORT
10/17	04/20/17	21		53198	0314 LEMOORE AUTO SUP		132.07	.00	12G-16FJX/HOSE BULK
10/17	04/20/17	21		53197	0286 LAWRENCE TRACTOR		20.33	.00	SCREW PLUG/FILTER COV
10/17	04/20/17	21		53193	0252 KINGS AUTO SUPPL		281.48	.00	FILTERS/AIR/OIL/FUEL
10/17	04/20/17	21		53193	0252 KINGS AUTO SUPPL		17.69	.00	THRD ROD
10/17	04/20/17	21		410149	0252 KINGS AUTO SUPPL		734.75	.00	FILTERS/AIR/FUEL/OIL
10/17	04/20/17	21		53193	0252 KINGS AUTO SUPPL		21.45	.00	OIL FILTER
10/17	04/20/17	21		53193	0252 KINGS AUTO SUPPL		16.07	.00	ULTRABLACK
10/17	04/20/17	21		53193	0252 KINGS AUTO SUPPL		21.17	.00	GALV FLEX TUBING
10/17	04/20/17	21		53193	0252 KINGS AUTO SUPPL		37.79	.00	OIL/FUEL FILTER
10/17	04/20/17	21		53193	0252 KINGS AUTO SUPPL		2.46	.00	LENS
10/17	04/20/17	21		53193	0252 KINGS AUTO SUPPL		35.91	.00	WIPER BLADES
10/17	04/20/17	21		53193	0252 KINGS AUTO SUPPL		24.65	.00	CLAMP
10/17	04/20/17	21		53193	0252 KINGS AUTO SUPPL		24.65	.00	CLAMP
TOTAL					OPERATING SUPPLIES	.00	1,632.81	.00	
4220F					OPERATING SUPPLIES FUEL				
10/17	04/20/17	21		53165	0043 BURROWS & CASTAD		7,354.49	.00	CARDLOCK STATEMENT
TOTAL					OPERATING SUPPLIES FUEL	.00	7,354.49	.00	
4230					REPAIR/MAINT SUPPLIES				
10/17	04/20/17	21		53210	0345 MORGAN & SLATES		12.39	.00	RECT TUBE/FLAT
10/17	04/20/17	21		53210	0345 MORGAN & SLATES		30.72	.00	GREEN SUCTION HOSE
10/17	04/20/17	21		53191	2956 JONES COLLISION		1,160.61	.00	DODGE SED CHARGER
10/17	04/20/17	21	7331	-01 53233	5379 TURF STAR		541.31	-541.31	REPAIRS ORDER SUPPLIES/VA
TOTAL					REPAIR/MAINT SUPPLIES	.00	1,745.03	-541.31	
4310					PROFESSIONAL CONTRACT SVC				
10/17	04/20/17	21		53163	2653 AMERIPRIDE		238.09	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		36.89	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		43.39	.00	UNIFORMS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	318.37	.00	
4340					UTILITIES				
10/17	04/20/17	21		53211	1207 NOS COMMUNICATIO		85.37	.00	COMM SERVICES
10/17	04/20/17	21		53238	0116 VERIZON WIRELESS		3.54	.00	03/05/17-04/04/17
TOTAL					UTILITIES	.00	88.91	.00	
TOTAL					FLEET MAINTENANCE	.00	11,139.61	-541.31	
TOTAL					FLEET MAINTENANCE	.00	11,139.61	-541.31	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									UTILITIES

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K	COST OF REVENUE-KITCHEN								
10/17	04/20/17	21		53167	6438 PEPSI BEVERAGES		145.30	.00	SODA CASES
10/17	04/20/17	21		53167	6438 PEPSI BEVERAGES		580.01	.00	DRINK CASES
10/17	04/20/17	21		53167	6438 PEPSI BEVERAGES		203.11	.00	DRINK CASES
10/17	04/20/17	21		53203	1628 LEMOORE FOOD LOC		70.55	.00	PORK SAUSAGE/TRI TIP
10/17	04/20/17	21		53230	6443 TAYLORMADE GOLF		55.95	.00	CLIMACROSS BOOST
10/17	04/20/17	21		53232	6442 SLUSH PUPPIE PRO		72.90	.00	SUPREME FRENCH W/B
10/17	04/20/17	21	7262	-01 53228	6440 SYSCO		646.89	-646.89	KITCHEN FOODSTUFF
10/17	04/20/17	21	7262	-01 53228	6440 SYSCO		702.25	-702.25	KITCHEN FOODSTUFF
TOTAL	COST OF REVENUE-KITCHEN					.00	2,476.96	-1,349.14	
4000P	COST OF REVENUE-PRO SHOP								
10/17	04/20/17	21		53180	6725 DON MARTIN & COM		74.60	.00	GRIPS/GOLF CLUBS
10/17	04/20/17	21		53180	6725 DON MARTIN & COM		-8.80	.00	GRIPS
10/17	04/20/17	21		53169	6476 CALLAWAY		715.11	.00	GOLF CLUBS
10/17	04/20/17	21		53169	6476 CALLAWAY		-677.70	.00	GOLF CLUBS
10/17	04/20/17	21		53169	6476 CALLAWAY		90.69	.00	GOLF CLUB
10/17	04/20/17	21		53175	6832 DAPHNE'S HEADCOV		102.25	.00	GREEN GRASS PROGRAM
10/17	04/20/17	21		53230	6443 TAYLORMADE GOLF		309.66	.00	GOLF CLUB
10/17	04/20/17	21		53186	6453 GLOBAL TOUR GOLF		82.32	.00	GOLF CLUB
10/17	04/20/17	21		53186	6453 GLOBAL TOUR GOLF		107.05	.00	GOLF CLUBS
10/17	04/20/17	21		53186	6453 GLOBAL TOUR GOLF		181.46	.00	GOLF CLUBS
10/17	04/20/17	21		53186	6453 GLOBAL TOUR GOLF		25.10	.00	GOLF CLUBS
TOTAL	COST OF REVENUE-PRO SHOP					.00	1,001.74	.00	
4220K	OPERATING SUPPLIES-KITCH								
10/17	04/20/17	21		53171	6624 CINTAS		35.00	.00	KITCHEN SUPPLIES
10/17	04/20/17	21		53171	6624 CINTAS		35.00	.00	KITCHEN SUPPLIES
TOTAL	OPERATING SUPPLIES-KITCH					.00	70.00	.00	
4220M	OPERATING SUPPLIES MAINT.								
10/17	04/20/17	21		53219	6474 R & R PRODUCTS,		349.48	.00	SMOOTH TUBULAR STEEL
10/17	04/20/17	21		53184	5866 FASTENAL COMPANY		28.76	.00	BATH TISSUE
10/17	04/20/17	21		53239	6523 WEST VALLEY SUPP		75.98	.00	CAPS/GRAY PVC CEMENT
10/17	04/20/17	21		53239	6523 WEST VALLEY SUPP		80.58	.00	COMPRESSION COUPLING
10/17	04/20/17	21		53239	6523 WEST VALLEY SUPP		6.68	.00	EASE ON PIPE & GASKET
10/17	04/20/17	21		53239	6523 WEST VALLEY SUPP		3.71	.00	SS COUPLING
10/17	04/20/17	21		53239	6523 WEST VALLEY SUPP		25.19	.00	ELECT TAPE/SS EL/TEFL
10/17	04/20/17	21		53239	6523 WEST VALLEY SUPP		50.41	.00	COMPRESSION COUPLING
TOTAL	OPERATING SUPPLIES MAINT.					.00	620.79	.00	
4291	MISCELLANEOUS EXPENSES								
10/17	04/20/17	21		53174	6441 COURSETRENDS, IN		295.00	.00	APRIL MARKETING SVCS
10/17	04/20/17	21		53215	T1885 THOMAS RINGER		1,250.00	.00	BAUER ADVERTISING
TOTAL	MISCELLANEOUS EXPENSES					.00	1,545.00	.00	
4309	STAFFING/TOM RINGER								

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ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4309					STAFFING/TOM RINGER				
10/17	04/20/17	21		53215	T1885 THOMAS RINGER		12,431.52	.00	EMPLOYEE PAYROLL
10/17	04/20/17	21		53215	T1885 THOMAS RINGER		1,313.72	.00	EMPLOYEE TAXES
10/17	04/20/17	21		53215	T1885 THOMAS RINGER		439.20	.00	AFLAC
10/17	04/20/17	21		53215	T1885 THOMAS RINGER		363.00	.00	MARK FRANTZ-PAYROLL P
TOTAL					STAFFING/TOM RINGER	.00	14,547.44	.00	
4310					PROFESSIONAL CONTRACT SVC				
10/17	04/20/17	21		53208	6647 MARVIN BURNS		247.50	.00	GOLF LESSONS-MAR 2017
10/17	04/20/17	21		53221	6548 RINGER, TOM		441.00	.00	GOLF LESSONS- MAR 17
10/17	04/20/17	21		53190	6573 JAMES HUDGEON		265.50	.00	GOLF LESSONS-MAR 2017
10/17	04/20/17	21		53164	6574 TONY ALANIZ JR.		270.00	.00	GOLF LESSONS-MAR 2017
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,224.00	.00	
4340					UTILITIES				
10/17	04/20/17	21		53214	0363 P G & E		590.31	.00	02/28/17-03/28/17
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/28/17-03/28/17
10/17	04/20/17	21		53214	0363 P G & E		2,308.56	.00	03/07/14-04/04/17
TOTAL					UTILITIES	.00	2,908.40	.00	
TOTAL					GOLF COURSE-CITY	.00	24,394.33	-1,349.14	
TOTAL					GOLF COURSE - CITY	.00	24,394.33	-1,349.14	



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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4195									
	10/17	04/20/17	21	53176	1036 PACE TPA		12.76	.00	QUART ADMIN -03/31/17
TOTAL						.00	12.76	.00	
4220									
	10/17	04/20/17	21	53198	0314 LEMOORE AUTO SUP		108.73	.00	TLRHTCHCUPLRLOCK
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		68.62	.00	STL TOE BOOTS/SOCK
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		10.70	.00	LUBRICANT
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		1.92	.00	MINI WIRE BRUSH
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		69.42	.00	PRO TRIM LINE/MISC
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		21.43	.00	RECIP BLADE
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		38.59	.00	PRO TRIM LINE
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		5.98	.00	SNAP KNIFE
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		5.66	.00	NUTS & BOLTS
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		5.35	.00	LUBRICANT
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		5.11	.00	NUTS & BOLTS
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		61.11	.00	IRON PIPE WRENCH
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		22.51	.00	PUSH BROOM
	10/17	04/20/17	21	53201	0304 LEMOORE HARDWARE		30.71	.00	GASKET
	10/17	04/20/17	21	53166	2410 BENNETT & BENNET		10.57	.00	MALE COUPLER
	10/17	04/20/17	21	53217	0020 PRAXAIR		31.21	.00	SPEC HIGH PRESSURE
	10/17	04/20/17	21	53234	6058 UNIVAR		837.96	.00	CHLORINE
	10/17	04/20/17	21	53234	6058 UNIVAR		810.57	.00	CHLORINE
	10/17	04/20/17	21	53234	6058 UNIVAR		1,283.14	.00	CHLORINE
	10/17	04/20/17	21	53234	6058 UNIVAR		1,625.60	.00	CHLORINE
	10/17	04/20/17	21	53234	6058 UNIVAR		974.94	.00	CHLORINE
	10/17	04/20/17	21	53184	5866 FASTENAL COMPANY		219.09	.00	BATTERY
	10/17	04/20/17	21	53184	5866 FASTENAL COMPANY		8.13	.00	JOB DR.
	10/17	04/20/17	21	53188	0205 HELENA CHEMICAL		193.05	.00	ROUNDUP/GLIAGAN
	10/17	04/20/17	21	53237	0460 VALLEY PUMP & DA		100.12	.00	OILER, MANUAL/VALVE
	10/17	04/20/17	21	53198	0314 LEMOORE AUTO SUP		9.62	.00	SHOP TOWEL
	10/17	04/20/17	21	53198	0314 LEMOORE AUTO SUP		28.72	.00	DEGREASER/CLEANER
	10/17	04/20/17	21	53193	0252 KINGS AUTO SUPPL		20.12	.00	BATTERY
	10/17	04/20/17	21	53187	0188 FERGUSON ENTERPR		621.06	.00	PVC EPDM T/U BV
	10/17	04/20/17	21	53187	0188 FERGUSON ENTERPR		578.10	.00	PVC GJ BLUE PIPE/SET
	10/17	04/20/17	21	53187	0188 FERGUSON ENTERPR		-969.23	.00	RW OL GATE VLV L/ OI
	10/17	04/20/17	21	7445 -01	0188 FERGUSON ENTERPR		1,700.00	-1,700.00	CFL30BOX12 - 13X24X12 FL3
	10/17	04/20/17	21	7445 -02	0188 FERGUSON ENTERPR		2,342.75	-2,342.75	CFL30PW-FIBRELYTE LID W/P
	10/17	04/20/17	21	7445 -03	0188 FERGUSON ENTERPR		293.10	-293.10	SALES TAX
TOTAL						.00	11,174.46	-4,335.85	
4310									
	10/17	04/20/17	21	53163	2653 AMERIPRIDE		118.72	.00	UNIFORMS
	10/17	04/20/17	21	53163	2653 AMERIPRIDE		52.10	.00	UNIFORMS
	10/17	04/20/17	21	53163	2653 AMERIPRIDE		70.10	.00	UNIFORMS
	10/17	04/20/17	21	53163	2653 AMERIPRIDE		99.10	.00	UNIFORMS
	10/17	04/20/17	21	53218	0876 QUAD KNOPF, INC.		4,157.79	.00	WELL 7 AND WELL12

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC (cont'd)				
10/17	04/20/17	21		53226	6663 SUSP, INC		10,800.00	.00	03/01/17-03/31/17
10/17	04/20/17	21	7266	-02 53196	6795 LABOR TIME		1,225.98	-1,225.98	2 HC TEMP LABOR
TOTAL					PROFESSIONAL CONTRACT SVC	.00	16,523.79	-1,225.98	
4340					UTILITIES				
10/17	04/20/17	21		53211	1207 NOS COMMUNICATIO		445.45	.00	COMM SERVICES
10/17	04/20/17	21		53238	0116 VERIZON WIRELESS		335.86	.00	03/05/17-04/04/17
TOTAL					UTILITIES	.00	781.31	.00	
TOTAL					WATER	.00	28,492.32	-5,561.83	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
10/17	04/20/17	21		53211	1207 NOS COMMUNICATIO		18.87	.00	COMM SERVICES
TOTAL						.00	18.87	.00	
TOTAL						.00	18.87	.00	
TOTAL						.00	28,511.19	-5,561.83	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
10/17	04/20/17	21		53216	5829 JONES BOYS LLC		32.18	.00	REFLECTIVE SITE SECUR
10/17	04/20/17	21	7277	-10 53222	6819 SECURITY FIRST A		5,624.66	-5,524.66	LED 22 - 22" LED CCTV MON
TOTAL					OPERATING SUPPLIES	.00	5,656.84	-5,524.66	
4310					PROFESSIONAL CONTRACT SVC				
10/17	04/20/17	21		53163	2653 AMERIPRIDE		46.00	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		46.00	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		46.00	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		59.00	.00	UNIFORMS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	197.00	.00	
4340					UTILITIES				
10/17	04/20/17	21		53211	1207 NOS COMMUNICATIO		85.37	.00	COMM SERVICES
10/17	04/20/17	21		53238	0116 VERIZON WIRELESS		339.09	.00	03/05/17-04/04/17
TOTAL					UTILITIES	.00	424.46	.00	
TOTAL					REFUSE	.00	6,278.30	-5,524.66	
TOTAL					REFUSE	.00	6,278.30	-5,524.66	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4195									
10/17	04/20/17	21		53176	1036 PACE TPA		19.15	.00	QUART ADMIN -03/31/17
TOTAL						.00	19.15	.00	
4220									
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		3,627.20	.00	CHLORINE/DEPOSIT
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		-2,000.00	.00	DEPOSIT REFUND
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		3,627.20	.00	CHLORINE/DEPOSIT
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		-2,000.00	.00	DEPOSIT REFUND
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		3,490.29	.00	CHLORINE/DEPOSIT
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		-2,000.00	.00	DEPOSIT REFUND
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		3,490.29	.00	CHLORINE/DEPOSIT
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		-2,000.00	.00	DEPOSIT REFUND
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		5,222.94	.00	CHLORINE/DEPOSIT
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		-3,000.00	.00	DEPOSIT REFUND
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		3,490.29	.00	CHLORINE/DEPOSIT
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		-2,000.00	.00	DEPOSIT REFUND
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		5,403.29	.00	CHLORINE/DEPOSIT
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		-3,000.00	.00	DEPOSIT REFUND
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		3,627.20	.00	CHLORINE/DEPOSIT
10/17	04/20/17	21		53225	2072 SIERRA CHEMICAL		-2,000.00	.00	DEPOSIT REFUND
10/17	04/20/17	21		53236	6049 UNISAFE INC.		489.25	.00	LATEX GLOVES
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		19.29	.00	SURGE STRIP
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		32.16	.00	ALU PIKSTICK
10/17	04/20/17	21		53201	0304 LEMOORE HARDWARE		37.53	.00	TRIMMER LINE
10/17	04/20/17	21		53192	0242 JORGENSEN COMPAN		100.00	.00	INSTRUMENT CALIBRATIO
TOTAL						.00	14,656.93	.00	
4310									
10/17	04/20/17	21		53163	2653 AMERIPRIDE		50.08	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		47.90	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		67.47	.00	UNIFORMS
10/17	04/20/17	21		53163	2653 AMERIPRIDE		47.90	.00	UNIFORMS
10/17	04/20/17	21	7267	-01 53196	6795 LABOR TIME		667.20	-667.20	1 HC - TEMP LABOR
TOTAL						.00	880.55	-667.20	
4340									
10/17	04/20/17	21		53211	1207 NOS COMMUNICATIO		244.13	.00	COMM SERVICES
10/17	04/20/17	21		53238	0116 VERIZON WIRELESS		327.23	.00	03/05/17-04/04/17
TOTAL						.00	571.36	.00	
4350									
10/17	04/20/17	21	7326	-01 53223	5055 SHAPE INC.		1,572.00	-1,572.00	CP3127.090, SN 4413002/ I
10/17	04/20/17	21	7326	-02 53223	5055 SHAPE INC.		58.00	-58.00	FREIGHT
10/17	04/20/17	21	7326	-03 53223	5055 SHAPE INC.		113.97	-113.97	SALES TAX
TOTAL						.00	1,743.97	-1,743.97	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT DATE	T/C	ENCUMBR	REFERENCE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4350	REPAIR/MAINT SERVICES					
TOTAL	SEWER			.00	17,871.96	-2,411.17
TOTAL	SEWER& STROM WTR DRAINAGE			.00	17,871.96	-2,411.17



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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
 ACCOUNTING PERIOD: 10/17

FUND - 078 - LLMD/PFMD  
 BUDGET UNIT - 4801 - LLMD ZONE 1 WESTFIELD

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
									UTILITIES
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		12.58	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.54	.00	02/22/17-03/22/17
TOTAL						.00	69.77	.00	
TOTAL						.00	69.77	.00	LLMD ZONE 1 WESTFIELD

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 078 - LLMD/PFMD  
BUDGET UNIT - 4803 - LLMD ZONE3 SILVA ESTATES

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
					UTILITIES				
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
TOTAL					UTILITIES	.00	47.65	.00	
TOTAL					LLMD ZONE3 SILVA ESTATES	.00	47.65	.00	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 078 - LLMD/PFMD  
BUDGET UNIT - 4810 - LLMD ZONE 10 AVALON

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
TOTAL						.00	19.06	.00	
TOTAL						.00	19.06	.00	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 078 - LLMD/PFMD  
BUDGET UNIT - 4812 - LLMD ZONE 12 SUMMERWIND

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
					UTILITIES				
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		11.51	.00	02/22/17-03/22/17
TOTAL					UTILITIES	.00	21.04	.00	
TOTAL					LLMD ZONE 12 SUMMERWIND	.00	21.04	.00	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 078 - LLMD/PFMD  
BUDGET UNIT - 4815 - PFMD NOT ALLOCATED

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
10/17	04/20/17	21		53214	0363 P G & E		65.78	.00	02/22/17-03/22/17
TOTAL						.00	65.78	.00	
TOTAL						.00	65.78	.00	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 078 - LLMD/PFMD  
BUDGET UNIT - 4815B - PFMD ZONE 2 DEVANTE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
					UTILITIES				
10/17	04/20/17	21		53214	0363 P G & E		9.56	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.54	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.54	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		28.13	.00	02/22/17-03/22/17
10/17	04/20/17	21		53214	0363 P G & E		9.54	.00	02/22/17-03/22/17
TOTAL					UTILITIES	.00	66.31	.00	
TOTAL					PFMD ZONE 2 DEVANTE	.00	66.31	.00	



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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 078 - LLMD/PFMD  
BUDGET UNIT - 4815C - PFMD ZONE 3 SILVA 10

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
TOTAL						.00	9.53	.00	
TOTAL						.00	9.53	.00	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 078 - LLMD/PFMD  
BUDGET UNIT - 4815D - PFMD ZONE 4 PARKVIEW

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
10/17	04/20/17	21		53214	0363 P G & E		9.53	.00	02/22/17-03/22/17
TOTAL						.00	9.53	.00	
TOTAL						.00	9.53	.00	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 078 - LLMD/PFMD  
BUDGET UNIT - 4815E - PFMD EAST VILLAGE PARK

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
10/17	04/20/17	21		53172	2320 CITY OF LEMOORE		31.43	.00	FEB/MARCH SERVICES
TOTAL						.00	31.43	.00	
TOTAL						.00	31.43	.00	
TOTAL						.00	340.10	.00	

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SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 085 - PBIA  
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
	10/17	04/20/17	21	53213	5563 RUSTY DEROUIN		300.00	.00	MARCH SERVICES
TOTAL						.00	300.00	.00	
TOTAL						.00	300.00	.00	
TOTAL						.00	300.00	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 34  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 090 - TRUST & AGENCY  
BUDGET UNIT - 4295 - TRUST & AGENCY

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4430									
10/17	04/20/17	21		53204	0306 LEMOORE HIGH SCH		16,157.74	.00	IMPACT FEES JAN-MAR17
10/17	04/20/17	21		53199	0301 LEMOORE UNION SC		18,975.94	.00	IMPACT FEE JAN-MAR 17
TOTAL						.00	35,133.68	.00	
4432									
10/17	04/20/17	21		53194	5561 KINGS COUNTY TRE		7,764.85	.00	IMPACT FEES JAN-MAR17
TOTAL						.00	7,764.85	.00	
TOTAL						.00	42,898.53	.00	
TOTAL						.00	42,898.53	.00	

PEI  
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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 35  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 247 - CITYWIDE CIP FUND  
BUDGET UNIT - 9008 - LEMOORE AVE SR198 OVERLAY

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
10/17	04/20/17	21		53218	0876 QUAD KNOPF, INC.		190.08	.00	2016/17 OVERLAYS
TOTAL						.00	190.08	.00	
TOTAL						.00	190.08	.00	



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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 36  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 247 - CITYWIDE CIP FUND  
BUDGET UNIT - 9203 - NEW SOUTHEAST WELL

ACCOUNT DATE	T/C	ENCUMBR	REFERENCE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310						
10/17 04/20/17 21 7306		-01 53218	0876 QUAD KNOFF, INC.		4,203.10	-4,203.10 L160239- WATER TANK WELL
TOTAL				.00	4,203.10	-4,203.10
TOTAL			NEW SOUTHEAST WELL	.00	4,203.10	-4,203.10
TOTAL			CITYWIDE CIP FUND	.00	4,393.18	-4,203.10
TOTAL REPORT				.00	178,364.19	-30,910.08

PEI  
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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='17' and transact.period='10' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020							
	10/17		04/20/17 21 53168	5685 CALIFORNIA BUILDING		195.00	01/01/17-03/31/17
TOTAL			ACCOUNTS PAYABLE		.00	195.00	
2243							
	10/17		04/20/17 21 53168	5685 CALIFORNIA BUILDING	195.00		01/01/17-03/31/17
TOTAL			CALIF.BSASF. SB1473		195.00	.00	
TOTAL			GENERAL FUND		195.00	195.00	

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CITY OF LEMOORE  
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='17' and transact.period='10' and transact.batch='VM042117'  
ACCOUNTING PERIOD: 10/17

FUND - 090 - TRUST & AGENCY

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020							
	10/17	04/20/17	21 53179	0819 DEPT OF CONSERVATION		556.56	STRNG MOTION/SEISMC
TOTAL				ACCOUNTS PAYABLE	.00	556.56	
2256							
	10/17	04/20/17	21 53179	0819 DEPT OF CONSERVATION	556.56		STRNG MOTION/SEISMC
TOTAL				STRONG MOTION	556.56	.00	
TOTAL				TRUST & AGENCY	556.56	556.56	
TOTAL REPORT					751.56	751.56	

PEI  
DATE: 04/20/2017  
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CITY OF LEMOORE  
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT31

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.account between '3000' and '3999' and transact.batch='VM0'  
ACCOUNTING PERIOD: 10/17

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
3291	ANIMAL LICENSE - 1 YEAR						
10/17	04/20/17	21 0	53170	T2278 CINDY TORRES		-30.00	REFUND ANIMAL LICENSE
TOTAL	ANIMAL LICENSE - 1 YEAR				.00	-30.00	.00
3625	CIVIC AUDITORIUM RENTAL						
10/17	04/20/17	21 0	53207	T2277 LUPE REYNA		-200.00	REFUND-VET HALL#28567
TOTAL	CIVIC AUDITORIUM RENTAL				.00	-200.00	.00
3685	PARK RESERVATION						
10/17	04/20/17	21 0	53205	T2108 LEPRINO FOOD INC,		-300.00	REFUND-CITY PARK
TOTAL	PARK RESERVATION				.00	-300.00	.00
3876A	CBSASRF SB1473 ADMIN						
10/17	04/20/17	21 0	53168	5685 CALIFORNIA BUILDI		19.50	01/01/17-03/31/17
TOTAL	CBSASRF SB1473 ADMIN				.00	19.50	.00
TOTAL	GENERAL FUND				.00	-510.50	.00
TOTAL	GENERAL FUND				.00	-510.50	.00
TOTAL REPORT					.00	-510.50	.00

# Warrant Register 4-27-17

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4212 - CITY ATTORNEY

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
10/17	04/27/17	21		53267	5609 LOZANO SMITH, LL		20,307.89	.00	MAR.2017 PROF SVCS
TOTAL						.00	20,307.89	.00	
TOTAL					CITY ATTORNEY	.00	20,307.89	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
10/17	04/27/17	21		53246	6377 THE CRISCOM COMP		3,500.00	.00	DISPATCH PROJ-MAY2017
TOTAL						.00	3,500.00	.00	
TOTAL						.00	3,500.00	.00	



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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4330									
10/17	04/27/17	21		53262	5236 KINGS COUNTY REC		26.00	.00	3879/5440
TOTAL						.00	26.00	.00	
TOTAL						.00	26.00	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
10/17	04/27/17	21	7174	-01	53269	5396	83.63	-83.63	EROGNOMIC OFFICE EQUIPMEN
10/17	04/27/17	21	7345	-01	53274	6729	1,528.40	-1,528.40	ACCOUNTANT TEMP
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,612.03	-1,612.03	
TOTAL					FINANCE	.00	1,612.03	-1,612.03	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
10/17	04/27/17	21		53251	1547 VERITIV OPERATIN		335.05	.00	MOP/GLASS CLEANER/BAT
10/17	04/27/17	21		53273	5829 JONES BOYS LLC		80.44	.00	ALUMINUM SIGN
10/17	04/27/17	21		53270	5941 OMEGA INDUSTRIAL		464.25	.00	WORK LIGHT/ PLIERS
TOTAL					OPERATING SUPPLIES	.00	879.74	.00	
4310					PROFESSIONAL CONTRACT SVC				
10/17	04/27/17	21		53243	T909 ASSOCIATED SOILS		2,381.75	.00	WELL DESTRUCTION & SI
10/17	04/27/17	21		53249	6283 ERIK SURWILL		698.25	.00	JANITORIAL WORK
10/17	04/27/17	21		53276	6703 SALVADOR VARGAS		63.00	.00	19 AVE/FIELD PREP/ATT
TOTAL					PROFESSIONAL CONTRACT SVC	.00	3,143.00	.00	
TOTAL					MAINTENANCE DIVISION	.00	4,022.74	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
10/17	04/27/17	21		53275	0381 QUILL CORP.		73.16	.00	GLOVES/ENVELOPES
10/17	04/27/17	21		53285	3010 THE ANIMAL HOUSE		70.73	.00	EUKANUBA 44#
TOTAL					OPERATING SUPPLIES	.00	143.89	.00	
4220U					OPERAT SUPPLIES- UNIFORMS				
10/17	04/27/17	21		53282	0430 SUN BADGE CO.		137.02	.00	SUNTON CAP PIECES
10/17	04/27/17	21		53259	2688 HENDERSON, JOHN		67.56	.00	REIMBURSEMENT- DUTY
TOTAL					OPERAT SUPPLIES- UNIFORMS	.00	204.58	.00	
4310					PROFESSIONAL CONTRACT SVC				
10/17	04/27/17	21		53250	5814 CITY OF HANFORD		14,307.45	.00	MAY17 DISPATCH SERVIC
10/17	04/27/17	21		53242	1250 KINGS CO. SHERIF		4,616.23	.00	3RD QTR. NTF COST
10/17	04/27/17	21		53242	1250 KINGS CO. SHERIF		24,577.82	.00	ANIMAL SRVC QTR 3
10/17	04/27/17	21		53246	6377 THE CRISCOM COMP		1,500.00	.00	DISPATCH PROJ-MAY2017
10/17	04/27/17	21		53261	0772 COUNTY OF KINGS		4,385.86	.00	TECH COMM SVCS/MAR.17
10/17	04/27/17	21		53258	0456 J.C. WEBB TOWING		335.00	.00	TOWING
10/17	04/27/17	21		53278	5352 SHRED-IT USA- FR		316.37	.00	SHRED-PD
TOTAL					PROFESSIONAL CONTRACT SVC	.00	50,038.73	.00	
4320					MEETINGS & DUES				
10/17	04/27/17	21		53292	6345 VOHNE LICHE KENN		150.00	.00	MARCH 17 TRAINING
TOTAL					MEETINGS & DUES	.00	150.00	.00	
4340					UTILITIES				
10/17	04/27/17	21		53291	0116 VERIZON WIRELESS		812.41	.00	03/02/17-04/01/17
TOTAL					UTILITIES	.00	812.41	.00	
4360					TRAINING				
10/17	04/27/17	21		53241	T998 JOSE AMBRIZ		247.00	.00	PER DIEM -TRAINING
10/17	04/27/17	21		53280	T2240 STEVEN MCPHERSON		30.00	.00	CAMPUS OFF TRAINING
TOTAL					TRAINING	.00	277.00	.00	
4380					RENTALS & LEASES				
10/17	04/27/17	21		53244	1817 C.A. REDING COMP		564.37	.00	PD PRINTER
TOTAL					RENTALS & LEASES	.00	564.37	.00	
TOTAL					POLICE	.00	52,190.98	.00	

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CITY OF LEMOORE  
 EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7  
 AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817  
 ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
	10/17	04/27/17	21	53250	5814 CITY OF HANFORD		10,730.59	.00	MAY17 DISPATCH SERVIC
TOTAL						.00	10,730.59	.00	
4350									
	10/17	04/27/17	21	53286	6515 COMPLETE WIRELES		134.54	.00	REPAIR RADIO
TOTAL						.00	134.54	.00	
4360									
	10/17	04/27/17	21	53279	5326 STATE FIRE TRAIN		40.00	.00	FIREFIGHTER II-S LYON
TOTAL						.00	40.00	.00	
TOTAL						.00	10,905.13	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
10/17	04/27/17	21		53281	0428 STONEY'S SAND &		482.71	.00	COLD MIX
TOTAL						.00	482.71	.00	
TOTAL						.00	482.71	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
10/17	04/27/17	21		53265	0286 LAWRENCE TRACTOR		94.14	.00	EDGERBLADE
TOTAL						.00	94.14	.00	
TOTAL						.00	94.14	.00	



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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
10/17	04/27/17	21		53248	T1335 CHARLIE ENNES		200.00	.00	CATERING FOR FATHER
TOTAL						.00	200.00	.00	
TOTAL						.00	200.00	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
10/17	04/27/17	21		53264	T2176 LABORATORY CORPO		120.00	.00	EXAM
TOTAL						.00	120.00	.00	
TOTAL						.00	120.00	.00	
TOTAL						.00	93,461.62	-1,612.03	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000P									
10/17	04/27/17	21		53254	6453 GLOBAL TOUR GOLF		111.33	.00	BALL RETRIEVER 12'
10/17	04/27/17	21		53254	6453 GLOBAL TOUR GOLF		192.85	.00	TOWE/SILKSCREENING
TOTAL						.00	304.18	.00	
4220M									
10/17	04/27/17	21		53288	5379 TURF STAR		301.38	.00	HYDRAULIC OIL
TOTAL						.00	301.38	.00	
TOTAL						.00	605.56	.00	
TOTAL						.00	605.56	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220	OPERATING SUPPLIES								
10/17	04/27/17	21		53293	0474 WEST VALLEY SUPP		250.59	.00	PVC CLEAR/CPLG CLEAR
10/17	04/27/17	21		53293	0474 WEST VALLEY SUPP		110.36	.00	CHK VALVE
10/17	04/27/17	21		53266	0314 LEMOORE AUTO SUP		6.41	.00	SHOP TOWEL
10/17	04/27/17	21		53266	0314 LEMOORE AUTO SUP		14.09	.00	OIL MIX
10/17	04/27/17	21		53266	0314 LEMOORE AUTO SUP		13.93	.00	SHOP TOWEL-BOX
10/17	04/27/17	21		53266	0314 LEMOORE AUTO SUP		31.95	.00	BLADES/GLASS CLEANER
10/17	04/27/17	21		53255	0188 FERGUSON ENTERPR		153.33	.00	RAT WRCH
10/17	04/27/17	21		53255	0188 FERGUSON ENTERPR		96.93	.00	PIPE CLNR/ DESCALER
10/17	04/27/17	21	7342	-01 53289	0460 VALLEY PUMP & DA		780.00	-780.00	PUMPS, PARTS, AND LABOR
10/17	04/27/17	21	7443	-01 53257	0227 INGRAM DIGITAL E		1,741.50	-1,741.50	REPLACEMENT OF ILLEGAL RA
10/17	04/27/17	21	7443	-01 383,393	0227 INGRAM DIGITAL E		.00	-580.50	REPLACEMENT OF ILLEGAL RA
10/17	04/27/17	21	7443	-02 53257	0227 INGRAM DIGITAL E		1,785.00	-1,785.00	LABOR JAN 5-26 -WELL SOFT
10/17	04/27/17	21	7443	-02 383,393	0227 INGRAM DIGITAL E		.00	-595.00	LABOR JAN 5-26 -WELL SOFT
10/17	04/27/17	21	7443	-03 53257	0227 INGRAM DIGITAL E		1,911.00	-1,911.00	WELL 14 & 11 JAN 20-30 -
10/17	04/27/17	21	7443	-03 383,393	0227 INGRAM DIGITAL E		.00	-637.00	WELL 14 & 11 JAN 20-30 -
10/17	04/27/17	21	7443	-04 53257	0227 INGRAM DIGITAL E		1,239.00	-1,652.00	WELL 4 & 6 FEB. 6-9 - NOT
10/17	04/27/17	21	7444	-01 53253	0641 GLEIM-CROWN PUMP		2,985.17	-2,985.17	REMOVE, REPAIR, CLEAN AND
TOTAL	OPERATING SUPPLIES					.00	11,119.26	-12,667.17	
4310	PROFESSIONAL CONTRACT SVC								
10/17	04/27/17	21		53250	5814 CITY OF HANFORD		3,576.86	.00	MAY17 DISPATCH SERVIC
10/17	04/27/17	21	7266	-02 53263	6795 LABOR TIME		1,334.40	-1,334.40	2 HC TEMP LABOR
TOTAL	PROFESSIONAL CONTRACT SVC					.00	4,911.26	-1,334.40	
4340	UTILITIES								
10/17	04/27/17	21		53271	6627 PG&E NON ENERGY		418.10	.00	NON-ENERGY CINNAMON
TOTAL	UTILITIES					.00	418.10	.00	
4350	REPAIR/MAINT SERVICES								
10/17	04/27/17	21		53252	5372 FRANCHISE TAX BO		580.50	.00	GARNISHMENT
10/17	04/27/17	21		53252	5372 FRANCHISE TAX BO		595.00	.00	GARNISHMENT
10/17	04/27/17	21		53252	5372 FRANCHISE TAX BO		637.00	.00	GARNISHMENT
10/17	04/27/17	21		53252	5372 FRANCHISE TAX BO		413.00	.00	GARNISHMENT
TOTAL	REPAIR/MAINT SERVICES					.00	2,225.50	.00	
4392	SOLAR LOAN INTEREST EXP								
10/17	04/27/17	21		53272	6388 PINNACLE PUBLIC		36,815.36	.00	SOLAR LOAN/INT
TOTAL	SOLAR LOAN INTEREST EXP					.00	36,815.36	.00	
TOTAL	WATER					.00	55,489.48	-14,001.57	
TOTAL	WATER					.00	55,489.48	-14,001.57	

PEI  
DATE: 04/27/2017  
TIME: 11:47:22

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 14  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
	10/17	04/27/17	21	53250	5814 CITY OF HANFORD		3,576.86	.00	MAY17 DISPATCH SERVIC
TOTAL						.00	3,576.86	.00	
4330									
	10/17	04/27/17	21	53290	6405 I DESIGN & PRINT		293.84	.00	DUMPSTER DELIVERY LOG
TOTAL						.00	293.84	.00	
TOTAL						.00	3,870.70	.00	
TOTAL						.00	3,870.70	.00	

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DATE: 04/27/2017  
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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 15  
AUDIT11

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.fund between '001' and '247' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
10/17	04/27/17	21		53250	5814 CITY OF HANFORD		3,576.87	.00	MAY17 DISPATCH SERVIC
10/17	04/27/17	21	7267	-01 53263	6795 LABOR TIME		667.20	-667.20	1 HC - TEMP LABOR
TOTAL						.00	4,244.07	-667.20	
TOTAL						.00	4,244.07	-667.20	
TOTAL						.00	4,244.07	-667.20	
TOTAL						.00	157,671.43	-16,280.80	

PEI  
DATE: 04/27/2017  
TIME: 11:50:51

CITY OF LEMOORE  
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999' AND transact.yr='17' and transact.period='10' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020							
							ACCOUNTS PAYABLE
	10/17	04/27/17	21 53245	6254 DIVISION OF THE STAT		234.00	3RD QTR 2017
	10/17	04/27/17	21 53247	2399 DEPARTMENT OF JUSTIC		1,026.00	FINGERPRINTS
	10/17	04/27/17	21 53273	5829 JONES BOYS LLC		193.05	LUAU BANNER
	10/17	04/27/17	21 53273	5829 JONES BOYS LLC		77.22	LADY WITNESS FOR FIT
	10/17	04/27/17	21 53273	5829 JONES BOYS LLC		62.21	LADY WITNESS FOR FIT
TOTAL				ACCOUNTS PAYABLE	.00	1,592.48	
2242							
							ADA&EDUCATION [SB1186]
	10/17	04/27/17	21 53245	6254 DIVISION OF THE STAT	234.00		3RD QTR 2017
TOTAL				ADA&EDUCATION [SB1186]	234.00	.00	
2248							
							RECREATION IN/OUT
	10/17	04/27/17	21 53273	5829 JONES BOYS LLC	77.22		LADY WITNESS FOR FIT
	10/17	04/27/17	21 53273	5829 JONES BOYS LLC	62.21		LADY WITNESS FOR FIT
TOTAL				RECREATION IN/OUT	139.43	.00	
2285							
							LIVE SCAN DEPOSITS--PD
	10/17	04/27/17	21 53247	2399 DEPARTMENT OF JUSTIC	1,026.00		FINGERPRINTS
TOTAL				LIVE SCAN DEPOSITS--PD	1,026.00	.00	
2296							
							YOUTH RECREATION FUND
	10/17	04/27/17	21 53273	5829 JONES BOYS LLC	193.05		LUAU BANNER
TOTAL				YOUTH RECREATION FUND	193.05	.00	
TOTAL				GENERAL FUND	1,592.48	1,592.48	



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DATE: 04/27/2017  
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CITY OF LEMOORE  
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999' AND transact.yr='17' and transact.period='10' and transact.batch='VM042817'  
ACCOUNTING PERIOD: 10/17

FUND - 050 - WATER

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020							
	10/17		04/27/17 21 53272	6388 PINNACLE PUBLIC FINA		106,591.80	SOLAR LOAN/PRINC
TOTAL			ACCOUNTS PAYABLE		.00	106,591.80	
2350							
	10/17		04/27/17 21 53272	6388 PINNACLE PUBLIC FINA	106,591.80		SOLAR LOAN/PRINC
TOTAL			LOANS PAYABLE		106,591.80	.00	
TOTAL			WATER		106,591.80	106,591.80	
TOTAL REPORT					108,184.28	108,184.28	

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CITY OF LEMOORE  
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT31

SELECTION CRITERIA: transact.yr='17' and transact.period='10' and transact.account between '3000' and '3999' and transact.batch='VM0  
ACCOUNTING PERIOD: 10/17

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
3626	VETS HALL RENTAL							
10/17	04/27/17	21	0	53268	T2284 LUDY GUTIERREZ		-120.00	REFUND-VETHALL 282082
TOTAL	VETS HALL RENTAL					.00	-120.00	.00
3681	RECREATION FEES							
10/17	04/27/17	21	0	53256	T2247 HEATHER CORDER		-30.00	REFUND-MOTHER SON CAM
10/17	04/27/17	21	0	53277	T2279 SARAH GONZALEZ		-30.00	REFUND MOTHER SON CAM
10/17	04/27/17	21	0	53260	T2280 KATHERINE LLOYD		-30.00	REFUND MOTHER SON CAM
10/17	04/27/17	21	0	53284	T2281 TESSA THOMAS		-30.00	REFUND-MOTHER SON CAM
10/17	04/27/17	21	0	53287	T2282 TIFFANI WEDDERBUR		-30.00	REFUND-MOTHER SON CAM
10/17	04/27/17	21	0	53283	T2283 SYLVIA ZEPEDA		-70.00	REFUND-VOLLEYBALL-YOU
TOTAL	RECREATION FEES					.00	-220.00	.00
TOTAL	GENERAL FUND					.00	-340.00	.00
TOTAL	GENERAL FUND					.00	-340.00	.00
TOTAL REPORT						.00	-340.00	.00