AMENDED AGENDA
Changes are italicized

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

6:00 pm STUDY SESSION

SS-1 COVID-19 Update and Fiscal Impact (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 City Attorney will provide an oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

1. Conference with Labor Negotiator
   Government Code Section 54957.6
   Agency Designated Representatives: Mary Lerner, City Attorney and Michelle Speer, Assistant City Manager
   Employee Organizations: General Association of Service Employees, Lemoore Police Officers Association, Lemoore Police Sergeants Unit, Police Professional Services Bargaining Unit, Unrepresented

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. INVOCATION
c. PLEDGE OF ALLEGIANCE
d. ROLL CALL
e. CLOSED SESSION REPORT
f. AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

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

CEREMONIAL / PRESENTATION – Section 1

No Ceremonial / Presentations

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

CONSENT CALENDAR – Section 3
Items considered routine in nature are placed on the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Council member or member of the public requests individual consideration.

3-1 Approval – Minutes – Regular Meeting – April 21, 2020
3-2 Approval – Minutes – Special Meeting – April 30, 2020
3-3 Approval – Resolution 2020-13 – Accepting Public Utility Easements from Responsible Parties for the Cedar Sewer Lane Extension and Certificates of Acceptance
3-4 Approval – Award Bid – CIP 5308 Cedar Lane Extension and Lift Station
3-5 Approval – Resolution 2020-14 – Adopting a List of Projects for Fiscal Year 2020-21 Funded by SB 1: The Road Repair and Accountability Act of 2017
3-6 Approval – Lease Renewal with Union Pacific Railroad Company for the Land Located between F Street and the Railroad Tracks

PUBLIC HEARINGS – Section 4
Report, discussion and/or other Council action will be taken.

No Public Hearings.

NEW BUSINESS – Section 5
Report, discussion and/or other Council action will be taken.

5-1 Report, Recommendation and Action – Memorandum of Understanding with General Association of Service Employees (GASE) beginning July 1, 2020 through June 30, 2021 (Speer)
5-2 Report, Recommendation and Action – Memorandum of Understanding with Lemoore Police Officers Association (LPOA) beginning July 1, 2020 through June 30, 2021 (Speer)
5-3 Report, Recommendation and Action – Memorandum of Understanding with Lemoore Police Sergeants Bargaining Unit (LPSBU) beginning July 1, 2020 through June 30, 2021 (Speer)
5-4 Report, Recommendation and Action – Memorandum of Understanding with Police Professional Services Bargaining Unit (PPSBU) beginning July 1, 2020 through June 30, 2021 (Speer)
5-5 Report, Recommendation and Action– Resolution 2020-15 – Approving Changes in Benefits for Unrepresented Employees of the City (Speer)

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

ADJOURNMENT

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, May 19, 2020
- City Council Regular Meeting, Tuesday, June 2, 2020

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

PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above City Council Agenda for the meeting of May 5, 2020 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on May 1, 2020.

//s//
Marisa Avalos, City Clerk
CITY OF LEMOORE
ALL CITY COUNCIL REGULAR AND SPECIAL MEETINGS

Attendance and Public Comment Changes Due to COVID-19

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

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


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

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

General Public Comments & Comments on City Council Business Items

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

Public Hearings

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

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

The City thanks you for your cooperation in advance. Our community’s health and safety is our highest priority.
CALL TO ORDER:
   At 6:00 p.m., the meeting was called to order.

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

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

PUBLIC COMMENT

There was no Public Comment.

Council adjourned to Closed Session at 6:01 p.m.

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 Labor Negotiator
   Government Code Section 54957.6
   Agency Designated Representatives: Mary Lerner, City Attorney and Michelle Speer, Assistant City Manager
   Employee Organizations: General Association of Service Employees, Lemoore Police Officers Association, Lemoore Police Sergeants Unit, Police Professional Services Bargaining Unit, Unrepresented

Council adjourned at 6:56 p.m.
April 21, 2020 Minutes
Lemoore City Council
Regular City Council Meeting

CALL TO ORDER:
At 7:30 p.m., the meeting was called to order.

ROLL CALL: Mayor: NEAL
Mayor Pro Temp: PLOURDE
Council Members: LYONS, SCHALDE

City Staff and contract employees present: City Manager Olson, Assistant City Manager Speer; City Attorney Lerner; Police Chief Kendall; Community Development Director Holwell; Public Works Director Rivera; City Clerk Avalos.

CLOSED SESSION REPORT
Nothing to report out of Closed Session.

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS
Item 3-3 needs to be pulled for separate consideration.

PUBLIC COMMENT
Tom Reed submitted a letter expressing his objection of Council Meetings being held without the public. He states there is the Civic Auditorium next door available that can be used to make a reasonable accommodation. He also would like the Council to consider re-opening the Golf Course.

Gary Smith submitted a letter asking the City Council to entertain and consider opening local businesses with creative approaches such as continue masking, allow taking temperatures outside a business, allow restaurant seating with social distance table separation, and limit customer populations inside businesses etc.

CEREMONIAL / PRESENTATION – Section 1
No Ceremonies / Presentations.

DEPARTMENT AND CITY MANAGER REPORTS – Section 2
2-1 Department & City Manager Reports
City Manager Olson attended the Kings Mosquito Abatement meeting. The district has hired their seasonal employees. There currently is no funding for cities with populations under 50,000. The City has signed positions and we are working hard to get funding for lost revenues. The Governor stated that certain businesses can defer sales tax payments for up to 12 months. Business licenses have been reviewed and this would apply to all businesses except 6. Finance and staff are working hard at gaging the impact. Staff is attending multiple webinars. Kings County cities are working together on a plan for reopening businesses. The City is not afforded the right to relax any restrictions placed by the Governor. He apologized for the frustration. There are a lot of moving parts and the City is doing what is best for the citizens of Lemoore.
CONSENT CALENDAR – Section 3

3-1 Approval – Minutes – Regular Meeting – April 7, 2020

3-2 Approval – Second Reading – Ordinance 2020-04, Approving a Zone Change No. 2020-01, Changing the Zoning Map from Regional Commercial to Light Industrial for Property located at 1356 W. Iona Avenue, Just South of SR 198, and West of 19th Avenue and Approval of Resolution 2020-10, approving General Plan Amendment No. 2020-01 and the associated CEQA Categorical/Common Sense Exemption

3-3 Approval – Resolution 2020-11 – Adopting Revised Council Rules of Procedure

3-4 Approval – Resolution 2020-12 – Adopting New Personnel Guidelines

Item 3-3 was pulled for separate consideration.

Motion by Council Member Lyons, seconded by Council Member Plourde, to approve the Consent Calendar, except item 3-3.

Ayes: Lyons, Plourde, Schalde

3-3 Approval – Resolution 2020-11 – Adopting Revised Council Rules of Procedure

Public Comment: Gary Smith

Motion by Council Member Lyons, seconded by Council Member Schalde, to approve the revised Council Rules of Procedure.

Ayes: Lyons, Schalde, Plourde

PUBLIC HEARINGS – Section 4

No Public Hearings.

NEW BUSINESS – Section 5

5-1 Report and Recommendation – City of Lemoore Audit Report for Year Ended June 30, 2019 (Speer)

Council received and accepted the Audit Report for Year ended June 30, 2019.

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

Council Member Lyons will be attending the KWRA meeting. He stated his condolences to the Neal and Savage family. He thanked the Police Department, Fire Depart and all City employees for their hard work.

Council Member Schalde stated his condolences to the Neal family and all families who have lost someone recently. He stated he wants businesses to reopen as well. It is a rough time we are living in. Has spoken with the City Manager about opening up the Golf Course, but we can't just do things. Everyone has the best interest of the City in mind when making these decisions. He is available by phone or zoom if anyone would like to talk to him.
Mayor Pro Tem Plourde stated he has many boards and meetings next week that will be held via zoom. Council submitted comments on the Rules of Procedure to be consistent with the way we do business. He doesn't like the idea of meetings, businesses and the Golf Course being closed. It is our responsibility to do the safe thing. Rather be safe than sorry, As soon as we can get rid of the virus we will be back to normal.

ADJOURNMENT

At 8:13 p.m., Council adjourned.

Approved the 5th day of May 2020.

APPROVED:

____________________________
John Plourde, Mayor Pro Tem

ATTEST:

____________________________
Marisa Avalos, City Clerk
April 30, 2020 Minutes
Lemoore City Council
Special Meeting

CALL TO ORDER:
At 3:30 p.m., the meeting was called to order.

ROLL CALL: Mayor: NEAL (via telephone)
Mayor Pro Tem: PLOURDE
Council Members: LYONS, SCHALDE

PUBLIC COMMENT

There was no Public Comment.

Council adjourned to Closed Session at 3:31 p.m.

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. Conference with Labor Negotiator
   Government Code Section 54957.6
   Agency Designated Representatives: Mary Lerner, City Attorney and Michelle Speer, Assistant City Manager
   Employee Organizations: General Association of Service Employees, Lemoore Police Officers Association, Lemoore Police Sergeants Unit, Police Professional Services Bargaining Unit, Unrepresented

REGULAR SESSION

1. Closed session Report

There was nothing to report out of Closed Session.

ADJOURNMENT

At 3:57 p.m., Council adjourned.

Approved the 5th day of May 2020.

APPROVED:

_____________________________________
John Plourde, Mayor Pro Tem

ATTEST:

_____________________________________
Marisa Avalos, City Clerk
Staff Report

Item No: 3-3

To: Lemoore City Council
From: Frank Rivera, Public Works Director
Date: April 24, 2020 Meeting Date: May 5, 2020
Subject: Resolution 2020-13 – Accepting Public Utility Easements from Responsible Parties for the Cedar Sewer Lane Extension and Certificates of Acceptance

Strategic Initiative:

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

Proposed Motion:
Approve Resolution 2020-13, accepting public utility easements from Last Days Apolistic Church, Darrell and Victoria Grantham, Valter and Karen Montero, and JDGA INC., and authorize the City Manager, or designee, to execute the corresponding Certificates of Acceptance.

Subject/Discussion:
On March 6, 2020 the City went out to bid on a sewer line extension and new lift station near Cedar and Champion. The City requested easements from the following APN’s: 023-130-015, 023-130-016, 023-130-019, 023-130-021, and 023-130-042 for the sewer line extension to continue eastbound toward Lemoore Ave. These easements will allow for sewer connection capabilities for future development and the private properties in the area.

In order to have these easements recorded, a Certificate of Acceptance from City Council must accompany them. The easements and Certificates of Acceptance are attached for your review.

“In God We Trust”
Financial Consideration(s):
None.

Alternatives or Pros/Cons:
None noted.

Commission/Board Recommendation:
Not applicable.

Staff Recommendation:
Staff recommends that City Council approve Resolution 2020-13 accepting the public utility easements and authorize the City Manager, or designee, to execute the corresponding Certificate of Acceptance for each easement from the responsible parties of APNs 023-130-015, 023-130-016, 023-130-019, 023-130-021, and 023-130-042 so that they may be recorded.

Attachments:  
☒ Resolution: 2020-13
☐ Ordinance:  
☐ Map  
☐ Contract  
☒ Other  
List: Easements Certificate of Acceptances

Review:  
☒ Asst. City Manager 04/28/2020
☒ City Attorney 05/01/2020
☒ City Clerk 05/01/2020
☒ City Manager 05/01/2020
☒ Finance 05/01/2020

“In God We Trust”
RESOLUTION NO. 2020-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
ACCEPTING PUBLIC UTILITY EASEMENTS FOR CEDAR SEWER LANE
EXTENSION AND DIRECTING THE CITY MANAGER TO EXECUTE
CERTIFICATES OF ACCEPTANCE

WHEREAS, On March 6, 2020, the City went out to bid on a sewer line extension and
new lift station near Cedar and Champion; and

WHEREAS, The City has requested easements from the following APNs: 023-130-015,
023-130-016, 023-130-019, 023-130-021, and 023-130-042 for the sewer line extension to
continue eastbound toward Lemoore Ave; and

WHEREAS, The easements will allow for sewer connection capabilities for future
development and the private properties in the area; and

WHEREAS, In order to have easements recorded, a Certificate of Acceptance verifying
acceptance of the easements by the City must accompany each; and

WHEREAS, It is in the best interest of the City to accept the easements and to authorize
and direct the City Manager or his designee to execute the corresponding Certificates of
Acceptance.

NOW, THEREFORE, the City Council of the City of Lemoore RESOLVES AS
FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct and are incorporated herein.

SECTION 2. The public utility easements from Last Days Apolistic Church, Darrell and
Victoria Grantham, Valter and Karen Montero, and JDGA INC. (APNs: 023-130-015, 023-130-
016, 023-130-019, 023-130-021, and 023-130-042) are hereby accepted.

SECTION 3. The City Manager or his designee is hereby authorized and directed to
execute the corresponding Certificates of Acceptance for the easements, which shall then be
recorded.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a Regular Meeting
held on 5th day of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:
RESOLUTION 2020-13

ATTEST:  APPROVED:

______________________________  ______________________________
Marisa Avalos                  John Plourde
City Clerk                    Mayor Pro Tem
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF LEMOORE
711 W. Cinnamon Drive
Lemoore, CA 93245
ATTN: Public Works

(Space Above for Recorder's Use)

APN: 023-130-042-000 (PORTION)

PUBLIC UTILITY EASEMENT

VALTER AND KAREN MONTEIRO, GRANTORS, hereby GRANTS to THE CITY
OF LEMOORE, GRANTEEES, an easement for public utilities over, under, through, and across
that certain property situated in the City of Lemoore, County of Kings, State of California,
described and shown as follows:

See attached Exhibit "A" and Exhibit "B" incorporated herein by reference.

[Signatures]

4/12/20

Valter Monteiro
Karen Monteiro
Valter Monteiro
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Kings

On 4/28/2020 before me, Amanda Champion, Notary Public

personally appeared Walter Monteiro and Karen Monteiro

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: __________________________ Document Date: __________________________

Number of Pages: _______ Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: __________________________

☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________

Signer Is Representing: __________________________

Signer's Name: __________________________

☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________

Signer Is Representing: __________________________

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EXHIBIT A

All that portion of Lot A of Dr. L.L. Moore’s Addition to the City of Lemoore, County of Kings, State of California, according to the map thereof, recorded December 3, 1877, in Book 1 at Page 43 of Maps, Tulare County Records, and also being recorded December 29, 1969, in Map Book Page 10, Kings County Records, more particularly described as follows:

BEGINNING at the intersection of the West line of the West half of the East half of the West two-thirds of said Lot A with the South line of an existing 20 foot wide public utility easement as conveyed in a Grant of Easement recorded July 27, 1988 as document number 8810318, Kings County Records;

Thence along said West line, South 00°39'54" West, 10.00 feet to a line being parallel with and 10.00 feet southerly, as measured at right angles, from said South line;

Thence South 89°43'44" East, along said parallel line, 110.45 feet to the East line of said West half;

Thence North 00°39'54" East, along said East line, 10.19 feet to the intersection with said South line, and the beginning of a non-tangent curve, concave northerly, having a radius of 1010.00 feet, a radial line to the beginning of said curve bears South 00°49'46" East;

Thence westerly along said 1010 foot radius curve, and along said South line, through a central angle of 01°06'02", an arc distance of 19.40 feet;

Thence continuing along said South line, North 89°43'44" West, 91.05 feet to the POINT OF BEGINNING.

Containing 1,106 square feet, more or less.

See Exhibit B, Plat to Accompany Description, attached hereto and made a part hereof.
Parcel Map Check Report

Parcel Name: Site 1 - P.U.E.
North: 1,991,022.691'  East: 6,331,116.936'

Course: S0°39'54"W  Length: 10.00'
North: 1,991,012.691'  East: 6,331,116.820'

Course: S89°43'44"E  Length: 110.41'
North: 1,991,012.169'  East: 6,331,227.228'

Course: N0°39'54"E  Length: 10.19'
North: 1,991,022.358'  East: 6,331,227.347'

Length: 19.40'  Radius: 1,010.00'
Delta: 1°06'02''  Tangent: 9.70'
Chord: 19.40'  Course: S89°43'15"W
Course In: N0°49'46"W  Course Out: S0°16'16"W
RP North: 1,992,032.252'  East: 6,331,212.726'
End North: 1,991,022.264'  East: 6,331,207.947'

Course: N89°43'44"W  Length: 91.01'
North: 1,991,022.694'  East: 6,331,116.938'

Perimeter: 241.00'  Area: 1,105.28 Sq.Ft.
Error Closure: 0.004  Course: N29°58'48"E
Error North: 0.0037  East: 0.0021

Precision 1: 60,252.50
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF LEMOORE
711 W. Cinnamon Drive
Lemoore, CA 93245
ATTN: Public Works

(Space Above for Recorder's Use)

APN: 023-130-019-000 (PORTION)

PUBLIC UTILITY EASEMENT

DARRELL AND VICTORIA GRANTHAM, GRANTORS, hereby GRANTS to THE
CITY OF LEMOORE, GRANTEE, an easement for public utilities over, under, through, and
across that certain property situated in the City of Lemoore, County of Kings, State of
California, described and shown as follows:

See attached Exhibit “A” and Exhibit "B" incorporated herein by reference.

x DARRELL J. GRANTHAM
Darrell J. Grantham

Victoria L. Grantham 4/28/20
Victoria L. Grantham
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Kings

On 4/28/2020 before me, Amanda Champion Notary Public

personally appeared Victoria Grantham and Darrell Grantham

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: __________________________ Document Date: __________________________
Number of Pages: ________ Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: __________________________
☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________
Signer Is Representing: __________________________

Signer's Name: __________________________
☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________
Signer Is Representing: __________________________

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EXHIBIT A

All that portion of Lot A of Dr. L.L. Moore's Addition to the City of Lemoore, County of Kings, State of California, according to the map thereof, recorded December 3, 1877, in Book 1 at Page 43 of Maps, Tulare County Records, and also being recorded December 29, 1969, in Map Book Page 10, Kings County Records, more particularly described as follows:

BEGINNING at the intersection of the West line of the East half of the East half of the West two-thirds of said Lot A with the South line of an existing 20 foot wide public utility easement conveyed in a Grant of Easement recorded July 27, 1988 as document number 8810319, Kings County Records;

Thence along said West line, South 00°39'54" West, 10.19 feet;

Thence South 89°43'44" East, 110.42 feet to the East line of said East half;

Thence North 00°39'54" East, along said East line, 18.39 feet to the point of intersection with the South line of said 20 foot wide easement, and the beginning of a non-tangent curve, concave northerly, having a radius of 1010.00 feet, a radial line to the beginning of said curve bears South 07°07'00" East;

Thence westerly along said 1010 foot radius curve, and along said South line, through a central angle of 06°17'14", an arc distance of 110.83 feet to the POINT OF BEGINNING.

Containing 1,465 square feet, more or less.

See Exhibit B, Plat to Accompany Description, attached hereto and made a part hereof.

4/10/2020
Parcel Map Check Report

Client Preparer
Client Company Your Company Name
Address 1 123 Main Street

Parcel Name: ROW-P4-PM36-35-TO CITY - P.U.E.
North: 1,991,022.354' East: 6,331,227.344'

Course: S0°39'54"W Length: 10.19'
North: 1,991,012.165' East: 6,331,227.226'

Course: S89°43'44"E Length: 110.42'
North: 1,991,011.643' East: 6,331,337.645'

Course: N0°39'54"E Length: 18.39'
North: 1,991,030.031' East: 6,331,337.858'

Length: 110.83' Radius: 1,010.00'
Delta: 6°17'14'' Tangent: 55.47'
Chord: 110.78' Course: S86°01'37"W
Course In: N7°07'00"W Course Out: S0°49'46"E
RP North: 1,992,032.250' East: 6,331,212.729'
End North: 1,991,022.356' East: 6,331,227.350'

Perimeter: 249.82' Area: 1,465.08Sq.Ft.
Error Closure: 0.006 Course: N73°23'38"E
Error North : 0.0017 East: 0.0057

Precision 1: 41,638.33
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF LEMOORE
711 W. Cinnamon Drive
Lemoore, CA 93245
ATTN: Public Works

APN: 023-130-021-000 (PORTION)

(Space Above for Recorder's Use)

PUBLIC UTILITY EASEMENT

JDGA INC.- JESSE SINGH, GRANTORS, hereby GRANTS to THE CITY OF LEMOORE, GRANTEES, an easement for public utilities over, under, through, and across that certain property situated in the City of Lemoore, County of Kings, State of California, described and shown as follows:

See attached Exhibit "A" and Exhibit "B" incorporated herein by reference.

[Signature]
JAGJIT SINGH
04/28/20
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Kings

On 4/19/2020 before me, Amanda Champion, Notary Public personally appeared Jagjit Singh

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ____________________________ Document Date: ____________________________

Number of Pages: ______ Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing: ____________________________

Signer’s Name:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing: ____________________________

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EXHIBIT A

Public Utility Easement 1:

All that portion of Lot A of Dr. L.L. Moore’s Addition to the City of Lemoore, County of Kings, State of California, according to the map thereof, recorded December 3, 1877, in Book 1 at Page 43 of Maps, Tulare County Records, and also being recorded December 29, 1969, in Map Book Page 10, Kings County Records, more particularly described as follows:

COMMENCING at the intersection of the West line of the East one-third of said Lot A with the North line of an existing 20 foot wide public utility easement as conveyed in a Grant of Easement recorded July 27, 1988 as document number 8810320, Kings County Records, said intersection being the beginning of a non-tangent curve, concave northerly, and having a radius of 990 feet, a radial line to the beginning of said curve bears South 07°16’22” East; Thence easterly along said 990 foot radius curve, and along said North line, through a central angle of 00°34’18”, an arc distance of 9.88 feet. Thence, continuing along said North line, North 78°52’13” East 71.25 feet to the TRUE POINT OF BEGINNING;

Thence leaving said point of beginning, and continuing along said North line, North 78°52’13” East, 10.22 feet;

Thence leaving said North line, North 00°15’48” East, 5.00 feet to the South line of the North 220 feet of said Lot A, as measured from the South line of Larish street;

Thence North 89°43’48” West, along said South line, 10.00 feet;

Thence leaving said South line, South 00°15’48” West 7.02 feet to the TRUE POINT OF BEGINNING.

Containing 60 square feet, more or less.

Public Utility Easement 2:

All that portion of Lot A of Dr. L.L. Moore’s Addition to the City of Lemoore, County of Kings, State of California, according to the map thereof, recorded December 3, 1877, in Book 1 at Page 43 of Maps, Tulare County Records, and also being recorded December 29, 1969, in Map Book Page 10, Kings County Records, more particularly described as follows:

BEGINNING at the intersection of the West line of the East one-third of said Lot A with the South line of an existing 20 foot wide public utility easement as conveyed in a grant of easement recorded July 27, 1988 as document number 8810320, Kings County Records;

Thence along said West line, South 00°39’54” West, 18.38 feet;

Thence South 89°43’44” East, 127.87 feet;

L:\Projects\2019\190271\ACAD\Survey Exhibits\ESMT\023-130-021 EXHIBIT A.docx
Page 1 of 2
Thence North 00°39'54" East, 43.27 feet to the South line of said 20 foot wide easement;

Thence along said South line, South 78°52'13" West 116.73 feet, to the beginning of a non-tangent curve, concave northerly, having a radius of 1010.00 feet, a radial line to said point bears South 07°52'37" East;

Thence westerly along said 1010 foot radius curve, and along said South line, through a central angle of 00°45'45", an arc distance of 13.44 feet to the TRUE POINT OF BEGINNING.

Containing 3,889 square feet, more or less.

See Exhibit B, Plat to Accompany Description, attached hereto and made a part hereof.
Parcel Map Check Report

Client  Preparer
Client Company  Your Company Name
Address 1  123 Main Street

Parcel Name: Site 1 - P.U.E. 1
North: 1,991,065.265'  East: 6,331,417.785'

Course: N78°52'13"E  Length: 10.20'
North: 1,991,067.234'  East: 6,331,427.793'

Course: N0°15'48"E  Length: 5.00'
North: 1,991,072.234'  East: 6,331,427.816'

Course: N89°43'48"W  Length: 10.00'
North: 1,991,072.281'  East: 6,331,417.816'

Course: S0°15'48"W  Length: 7.02'
North: 1,991,065.261'  East: 6,331,417.784'

Perimeter: 32.22'  Area: 60.12Sq.Ft.
Error Closure: 0.004  Course: S14°21'05"W
Error North: -0.0039  East: -0.0010

Precision 1: 8,055.00
Parcel Name: Site 1 - P.U.E. 2

North: 1,991,030.025'  East: 6,331,337.854'

Course: S0°39'54"W  Length: 18.38'
North: 1,991,011.646'  East: 6,331,337.640'

Course: S89°43'44"E  Length: 127.87'
North: 1,991,011.041'  East: 6,331,465.509'

Course: N0°16'16"E  Length: 43.27'
North: 1,991,054.310'  East: 6,331,465.714'

Course: S78°52'13"W  Length: 116.73'
North: 1,991,031.778'  East: 6,331,351.179'

Length: 13.44'  Radius: 1,010.00'
Delta: 0°45'45"  Tangent: 6.72'
Chord: 13.44'  Course: S82°30'15"W

Course In: N7°52'37"W  Course Out: S7°06'52"E
RP North: 1,992,032.248'  East: 6,331,212.763'
End North: 1,991,030.025'  East: 6,331,337.853'

Perimeter: 319.69'  Area: 3,889.00Sq.Ft.
Error Closure: 0.001  Course: S76°02'32"W
Error North: -0.0002  East: -0.0009

Precision 1: 319,690.00
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF LEMOORE
711 W. Cinnamon Drive
Lemoore, CA 93245
ATTN: Public Works

(Space Above for Recorder's Use)

APN: 023-130-016-000 (PORTION)

PUBLIC UTILITY EASEMENT

LAST DAYS MINISTRIES APOLISTIC CHURCH- JAMES AND MILDRED JONES, GRANTORS, hereby GRANTS to THE CITY OF LEMOORE, GRANTEEES, an easement for public utilities over, under, through, and across that certain property situated in the City of Lemoore, County of Kings, State of California, described and shown as follows:

See attached Exhibit “A” and Exhibit "B" incorporated herein by reference.

X 4-28-2028

James Jones 4-28-2028
Mildred Jones
James Jones
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kings

On 4/29/2020 before me, Amanda Champion, Notary Public
personally appeared James Jones and Mildred Jones

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________ Document Date: ____________________________
Number of Pages: _______ Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________
Signer Is Representing: ____________________________

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________
Signer Is Representing: ____________________________

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EXHIBIT A

All that portion of Lot A of Dr. L.L. Moore’s Addition to the City of Lemoore, County of Kings, State of California, according to the map thereof, recorded December 3, 1877, in Book 1 at Page 43 of Maps, Tulare County Records, and also being recorded December 29, 1969, in Map Book Page 10, Kings County Records, more particularly described as follows:

BEGINNING at the intersection of the West line of said Lot A with the South line of an existing 20 foot wide public utility easement conveyed in Grant of Easement recorded July 27, 1988 as document number 8810323, Kings County Records;

Thence continuing South 00°39’54” West along said West line, 10.00 feet to a line being parallel with and 10.00 feet southerly, as measured at right angles, from said South line;

Thence South 89°43’44” East, along said parallel line, 220.82 feet to the East line of the West one third of said Lot A;

Thence North 00°39’54” East, along said East line, 10.00 feet to the intersection with said South line;

Thence North 89°43’44” West, along said South line 220.82 feet, to the POINT OF BEGINNING.

Containing 2,208 square feet, more or less.

See Exhibit B, Plat to Accompany Description, attached hereto and made a part hereof.
Parcel Map Check Report

Client       Preparer
Client Company Your Company Name
Address 1     123 Main Street

Parcel Name: Site 1 - P.U.E.
North: 1,991,023.736'  East: 6,330,896.120'

Course: S0°39'54"W  Length: 10.00'
North: 1,991,013.736'  East: 6,330,896.004'

Course: S89°43'44"E  Length: 220.82'
North: 1,991,012.691'  East: 6,331,116.821'

Course: N0°39'54"E  Length: 10.00'
North: 1,991,022.691'  East: 6,331,116.937'

Course: N89°43'44"W  Length: 220.82'
North: 1,991,023.736'  East: 6,330,896.120'

Perimeter: 461.64'  Area: 2,208.18Sq.Ft.
Error Closure: 0.000  Course: N0°00'00"E
Error North: 0.0000  East: 0.0000

Precision 1: 461,640,000.00
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF LEMOORE
711 W. Cinnamon Drive
Lemoore, CA 93245
ATTN: Public Works

(Space Above for Recorder's Use)

APN: 023-130-015-000 (PORTION)

PUBLIC UTILITY EASEMENT

LAST DAYS APOLISTIC CHURCH- JAMES JONES, GRANTORS, hereby GRANTS to THE CITY OF LEMOORE, GRANTEES, an easement for public utilities over, under, through, and across that certain property situated in the City of Lemoore, County of Kings, State of California, described and shown as follows:

See attached Exhibit "A" and Exhibit "B" incorporated herein by reference.

James Jones 4-05-2020

James Jones 4-05-2020

James Jones 4-05-2020
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Kings

On 4/29/2020 before me, Amanda Champion, Notary Public personally appeared James Jones and Mildred Jones

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: __________________________ Document Date: __________________________

Number of Pages: ____ Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing: __________________________

Signer’s Name:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing: __________________________

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EXHIBIT A

All that portion of Lot H of Dr. L.L. Moore’s Addition to the City of Lemoore, County of Kings, State of California, according to the map thereof, recorded December 3, 1877, in Book 1 at Page 43 of Maps, Tulare County Records, and also being recorded December 29, 1969, in Map Book Page 10, Kings County Records, more particularly described as follows:

COMMENCING at the Southeast corner of Lot 9 of County Tract No. 360 – Champion Estates, recorded October 27, 1978 in Book 9 of Licensed Surveyor’s Plats, at Page 88, Kings County Records; Thence leaving said POINT OF COMMENCEMENT, along the East line of said Tract, South 00°39’54” West, 50.00 feet to an intersection with the South line of an existing 20 foot wide public utility easement conveyed in a Grant of Easement recorded July 27, 1988 as document number 8810322, Kings County Records, and the TRUE POINT OF BEGINNING;

Thence leaving said TRUE POINT OF BEGINNING, and continuing South 00°39’54” West along said East line, 10.00 feet to a line being parallel with and 10.00 feet southerly, as measured at right angles, from said South line;

Thence South 89°43’44” East, along said parallel line, 102.20 feet to the East line of said Lot H;

Thence North 00°39’54” East, along said East line, 10.00 feet to said South line;

Thence North 89°43’44” West, along said South line 102.20 feet, to the TRUE POINT OF BEGINNING.

Containing 1,022 square feet, more or less.

See Exhibit B, Plat to Accompany Description, attached hereto and made a part hereof.

4/10/2020

P.L.S. 9399
STATE OF CALIFORNIA

L:\Projects\2019\190271\ACAD\Survey Exhibits\ESMT\023-130-015 EXHIBIT A.docx
Page 1 of 1

39
Parcel Map Check Report

Client                  Preparer
Client Company       Your Company Name
Address 1       123 Main Street

Parcel Name: Site 1 - P.U.E.
North: 1,991,024.219'   East: 6,330,793.919'

Course: S0°39'54"W   Length: 10.00'
North: 1,991,014.220'   East: 6,330,793.803'

Course: S89°43'44"E   Length: 102.20'
North: 1,991,013.736'   East: 6,330,896.001'

Course: N0°39'54"E   Length: 10.00'
North: 1,991,023.736'   East: 6,330,896.117'

Course: N89°43'44"W   Length: 102.20'
North: 1,991,024.219'   East: 6,330,793.919'

Perimeter: 224.41'     Area: 1,022.02Sq.Ft.
Error Closure: 0.000   Course: N0°00'00"E
Error North: 0.0000   East: 0.0000

Precision 1: 224,400,000.00
CERTIFICATE OF ACCEPTANCE

This is to certify that the PUBLIC UTILITY EASEMENT agreement between the CITY OF LEMOORE, a Municipal Corporation and VALTER AND KAREN MONTERO, Grantors was hereby accepted by Order of the Lemoore City Council on May 5, 2020 and the Grantee consents to the recordation by its duly authorized officer.

Dated: ________________

CITY OF LEMOORE

____________________________
Nathan Olson, City Manager

ATTEST:

____________________________
Marisa Avalos
City Clerk

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

____________________________
Marisa Avalos
City Clerk
CERTIFICATE OF ACCEPTANCE

This is to certify that the PUBLIC UTILITY EASEMENT agreement between the CITY OF LEMOORE, a Municipal Corporation and DARRELL AND VICTORIA GRANTHAM, Grantors was hereby accepted by Order of the Lemoore City Council on May 5, 2020 and the Grantee consents to the recordation by its duly authorized officer.

Dated: ________________

CITY OF LEMOORE

____________________________
Nathan Olson, City Manager

ATTEST:

____________________________
Marisa Avalos
City Clerk

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

_________________________
Marisa Avalos
City Clerk
CERTIFICATE OF ACCEPTANCE

This is to certify that the PUBLIC UTILITY EASEMENT agreement between the CITY OF LEMOORE, a Municipal Corporation and LAST DAYS APOLISTIC CHURCH, Grantors was hereby accepted by Order of the Lemoore City Council on May 5, 2020 and the Grantee consents to the recordation by its duly authorized officer.

Dated: _______________

CITY OF LEMOORE

_____________________________
Nathan Olson, City Manager

ATTEST:

____________________________
Marisa Avalos
City Clerk

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

__________________________
Marisa Avalos
City Clerk
CERTIFICATE OF ACCEPTANCE

This is to certify that the PUBLIC UTILITY EASEMENT agreement between the CITY OF LEMOORE, a Municipal Corporation and JDGA INC., Grantors was hereby accepted by Order of the Lemoore City Council on May 5, 2020 and the Grantee consents to the recordation by its duly authorized officer.

Dated: ________________

CITY OF LEMOORE

____________________________
Nathan Olson, City Manager

ATTEST:

____________________________
Marisa Avalos
City Clerk

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

__________________________
Marisa Avalos
City Clerk
Staff Report

Item No: 3-4

To: Lemoore City Council
From: Frank Rivera, Public Works Director
Date: April 23, 2020

Meeting Date: May 5, 2020
Subject: Award Bid – CIP 5308 Cedar Lane Sewer Extension and Lift Station

Strategic Initiative:

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

Proposed Motion:
Award bid and alternative bid to JT2 Inc. DBA Todd Companies in the amount of $305,880 for the base bid, and $59,450 for additive alternate bid and allocate $55,000 in contingency funds.

Subject/Discussion:
On March 6, 2020 the City went out to bid for the Cedar Lane Sewer Extension and Lift Station. The base bid includes the installation of a new lift station and 8” sewer line extension on Cedar Lane from Champion east bound to the end of City property. The additive alternate bid continues the 8” sewer main towards Lemoore Ave, and an additional 6” lateral sewer line for future sewer connections.

The estimated cost of the base bid was $374,990 and the estimated cost of the additive alternate bid was $126,500 for a total estimated cost of $501,490. The City received ten bids on April 7, 2020 and lowest three bids (ranked by base bids) were as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Base Bid</th>
<th>Alternate Bid No. 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>JT2 DBA Todd Companies</td>
<td>$305,880</td>
<td>$59,450</td>
</tr>
<tr>
<td>Haydon Construction Inc.</td>
<td>$326,835</td>
<td>$64,645</td>
</tr>
<tr>
<td>Dawson Mauldin</td>
<td>$362,480</td>
<td>$320,440</td>
</tr>
</tbody>
</table>

“In God We Trust”
Staff is recommending the project be awarded to JT2 Inc. DBA Todd Companies in the total amount of $365,330 for the base bid and additive alternate bid with an additional $55,000 for contingency. The project will commence upon contract approval.

**Financial Consideration(s):**
This project is part of the CIP budget in FY 2019-2020 and funded out of the Sewer Fund. This project was allocated $500,000, of which $56,690 has been encumbered for engineering services related to this project, leaving $443,310 for the construction and field testing services.

**Alternatives or Pros/Cons:**
**Pros:**
- Provides sewer services to several lots and homes near Champion and Cedar, allowing for future expansion and economic development.

**Cons:**
- None noted.

**Commission/Board Recommendation:**
N/A

**Staff Recommendation:**
Staff recommends City Council award the bid for the Cedar Sewer Extension and Lift Station to JT2 Inc. DBA Todd Companies in the amount of $365,330 and authorize the City Manager, or designee, to sign the contract. Staff also recommends that City Council approve an additional $55,000 as contingency funds.

---

**Attachments:**
- Resolution: Asst. City Manager 05/01/2020
- Ordinance: City Attorney 05/01/2020
- Map: City Clerk 05/01/2020
- Contract: City Manager 05/1/2020
- Other: Finance 05/1/2020

List: Engineer's Recommendation
Bid Proposal Documents

"In God We Trust"
April 8, 2020

Nathan Olson  
Public Works Director  
City of Lemoore  
711 West Cinnamon Drive  
Lemoore, CA, 93245

RE: Cedar/Champion Sanitary Sewer Improvements

Dear Mr. Olson:

The City of Lemoore received 10 bids for the Cedar/Champion Sanitary Sewer Improvements. The lowest base bid came from JT2, Inc. dba Todd Companies in the amount of $305,880.00. All bids submitted for the base bid and alternate bid are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Additive</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Todd Companies</td>
<td>$305,880.00</td>
<td>$59,450.00</td>
<td></td>
</tr>
<tr>
<td>Haydon Construction</td>
<td>$326,835.00</td>
<td>$64,645.00</td>
<td></td>
</tr>
<tr>
<td>Dawson-Mauldin</td>
<td>$362,480.00</td>
<td>$320,440.00</td>
<td></td>
</tr>
<tr>
<td>Specialty Construction, Inc.</td>
<td>$372,930.00</td>
<td>$129,100.00</td>
<td></td>
</tr>
<tr>
<td>Nicholas Construction, Inc.</td>
<td>$376,010.00</td>
<td>$71,920.00</td>
<td></td>
</tr>
<tr>
<td>Rockeez Engineering</td>
<td>$389,500.00</td>
<td>$71,870.00</td>
<td></td>
</tr>
<tr>
<td>Bill Nelson Construction</td>
<td>$463,693.00</td>
<td>$74,063.00</td>
<td></td>
</tr>
<tr>
<td>Floyd Johnston Construction Co. Inc.</td>
<td>$487,210.00</td>
<td>$96,850.00</td>
<td></td>
</tr>
<tr>
<td>Agee Construction</td>
<td>$534,870.00</td>
<td>$105,630.00</td>
<td></td>
</tr>
<tr>
<td>SW Construction Inc.</td>
<td>$7,620,157.00</td>
<td>$123,616.00</td>
<td></td>
</tr>
<tr>
<td><strong>Project Estimate</strong></td>
<td><strong>$374,990.00</strong></td>
<td></td>
<td><strong>$126,500.00</strong></td>
</tr>
</tbody>
</table>

We have reviewed the bid package for Todd Companies and find it to be complete. The Contractor and his subcontractors hold valid and current licenses, as well as valid DIR registrations. We recommend that the City award the bid for the Cedar/Champion Sanitary Sewer Improvements to the lowest bidder, JT2, Inc. dba Todd Companies, in the amount of $305,880.00, pending sufficient funding.

Sincerely,

Jeffery Cowart, P.E.  
City Engineer

Enclosure: Bid Summary

cc: Frank Rivera, City of Lemoore  
    Amanda Champion, City of Lemoore
B I D

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:

CEedar/Champion SEwer IMPROVEMENTS PROJECT

BASE BID

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>ITEM WITH UNIT PRICE WRITTEN IN WORDS</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1</td>
<td>L.S.</td>
<td>*Mobilization / Demobilization including bonds, permits, licenses, fees required to perform the work incl. complete @ Eighteen Thousand Four Hundred _______ Dollars Per Lump Sum Amount.</td>
<td>18,400.00/L.S.</td>
<td>18,400.00</td>
</tr>
<tr>
<td>2.</td>
<td>1</td>
<td>L.S.</td>
<td>Clearing, Grubbing, and Demolition @ Two Thousand Five Hundred _______ Dollars Per Lump Sum Amount.</td>
<td>2,500.00/L.S.</td>
<td>2,500.00</td>
</tr>
<tr>
<td>3.</td>
<td>1</td>
<td>L.S.</td>
<td>Traffic/Pedestrian Control @ Twelve Thousand Five Hundred _______ Dollars Per Lump Sum Amount.</td>
<td>1,500.00/L.S.</td>
<td>1,500.00</td>
</tr>
<tr>
<td>4.</td>
<td>1</td>
<td>L.S.</td>
<td>Erosion/Sediment Control, BMPs@ Twelve Thousand Five Hundred _______ Dollars Per Lump Sum Amount.</td>
<td>1,200.00/L.S.</td>
<td>1,200.00</td>
</tr>
<tr>
<td>5.</td>
<td>1</td>
<td>L.S.</td>
<td>Perform Site De-watering including Pumping and Appurtenances @ Twelve Thousand Five Hundred _______ Dollars Per Lump Sum Amount.</td>
<td>12,500.00/L.S.</td>
<td>12,500.00</td>
</tr>
<tr>
<td>6.</td>
<td>1</td>
<td>L.S.</td>
<td>Excavate and Provide Sheet Pile Shoring for Wet Well @ Twelve Thousand Five Hundred _______ Dollars per Lump Sum Amount.</td>
<td>12,500.00/L.S.</td>
<td>12,500.00</td>
</tr>
<tr>
<td>7.</td>
<td>1</td>
<td>L.S.</td>
<td>Provide and Install Class II Aggregate Base for Wet Well and Vault Base Material @ One Thousand _______ Dollars per Lump Sum Amount.</td>
<td>1,600.00/L.S.</td>
<td>1,600.00</td>
</tr>
<tr>
<td>8.</td>
<td>1</td>
<td>L.S.</td>
<td>Sheet and Shoring for Pipeline Trenches over 5-ft deep @ Five Hundred _______ Dollars Per Lump Sum Amount.</td>
<td>500.00/L.S.</td>
<td>500.00</td>
</tr>
<tr>
<td>ITEM</td>
<td>QUANTITY</td>
<td>UNIT</td>
<td>ITEM WITH UNIT PRICE WRITTEN IN WORDS</td>
<td>PRICE</td>
<td>TOTAL</td>
</tr>
<tr>
<td>------</td>
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<td>--------------------------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>9.</td>
<td>1</td>
<td>L.S.</td>
<td>Furnish and Install Pre-Cast 4-ft-Diameter Wet Well, Base and Cover complete and in place @ <strong>Eight Thousand</strong> Dollars Per Lump Sum Amount.</td>
<td><strong>$36,000.00</strong> L.S.</td>
<td><strong>$36,000.00</strong></td>
</tr>
<tr>
<td>10.</td>
<td>1</td>
<td>L.S.</td>
<td>Furnish and Install Lift Station Sewage Pumps, sensors, Appurtenances, and power/sensor connections to Panel complete and in place @ <strong>Sixty Thousand Five Hundred</strong> Dollars Per Lump Sum Amount.</td>
<td><strong>$60,000.00</strong> L.S.</td>
<td><strong>$60,000.00</strong></td>
</tr>
<tr>
<td>11.</td>
<td>1</td>
<td>L.S.</td>
<td>Furnish and Install All Pipes, Valves, and Fittings for Lift Station and Valve Vault complete and in place @ <strong>Eighteen Thousand Five Hundred</strong> Dollars Per Lump Sum Amount.</td>
<td><strong>$18,000.00</strong> L.S.</td>
<td><strong>$18,000.00</strong></td>
</tr>
<tr>
<td>12.</td>
<td>1</td>
<td>L.S.</td>
<td>Furnish and Install Pre-Cast 3’x3’x4’ Valve Vault @ <strong>Twelve Thousand</strong> Dollars Per Lump Sum Amount.</td>
<td><strong>$12,000.00</strong> L.S.</td>
<td><strong>$12,000.00</strong></td>
</tr>
<tr>
<td>13.</td>
<td>470</td>
<td>L.F.</td>
<td>Furnish and Install 8” Sewer PVC Main @ <strong>Fourty-Three</strong> Dollars Per Linear Foot.</td>
<td><strong>$42.00</strong> L.F.</td>
<td><strong>$19,740.00</strong></td>
</tr>
<tr>
<td>14.</td>
<td>2</td>
<td>EA.</td>
<td>Furnish and Install New 48” Diameter Manhole complete and in place @ <strong>Six Thousand</strong> Dollars Per Each.</td>
<td><strong>$6,000.00</strong> EA.</td>
<td><strong>$12,000.00</strong></td>
</tr>
<tr>
<td>15.</td>
<td>180</td>
<td>L.F.</td>
<td>Furnish and Install Force Main Pipe complete and in place @ <strong>Fifty</strong> Dollars Per Linear Foot.</td>
<td><strong>$45.00</strong> L.F.</td>
<td><strong>$8,100.00</strong></td>
</tr>
<tr>
<td>16.</td>
<td>1</td>
<td>L.S.</td>
<td>Construct and Install the Transition Manhole and Cover on Champion St. complete and in place @ <strong>Six Thousand</strong> Dollars Per Lump Sum Amount.</td>
<td><strong>$6,000.00</strong> L.S.</td>
<td><strong>$6,000.00</strong></td>
</tr>
<tr>
<td>17.</td>
<td>4</td>
<td>EA.</td>
<td>Furnish and Install Bollards complete and in place @ <strong>Five Thousand</strong> Dollars Per Each.</td>
<td><strong>$5,000.00</strong> EA.</td>
<td><strong>$20,000.00</strong></td>
</tr>
<tr>
<td>18.</td>
<td>1</td>
<td>L.S.</td>
<td>Construct Concrete Curb, Gutter and Sidewalk complete and in place as shown on the plans @ <strong>Two Thousand</strong> Dollars Per Lump Sum Amount.</td>
<td><strong>$2,000.00</strong> L.S.</td>
<td><strong>$2,000.00</strong></td>
</tr>
</tbody>
</table>

City of Lemoore
Cedar-Champion Sewer Improvements

BID CONDITIONS

REVISED2 Page BC-11
Bid Proposal Form
<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>ITEM WITH UNIT PRICE WRITTEN IN WORDS</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.</td>
<td>1</td>
<td>L.S.</td>
<td>Construct trench pavement restoration on Champion St complete and in place @ <strong>Ten Thousand</strong> Dollars Per Lump Sum Amount.</td>
<td><strong>10,000.00</strong> /L.S.</td>
<td><strong>10,000.00</strong></td>
</tr>
<tr>
<td>20.</td>
<td>1</td>
<td>L.S.</td>
<td>Electrical Service Connection @ <strong>Eight Thousand</strong> Dollars Lump Sum Amount.</td>
<td><strong>58,000.00</strong> /L.S.</td>
<td><strong>58,000.00</strong></td>
</tr>
<tr>
<td>21.</td>
<td>1</td>
<td>L.S.</td>
<td>Furnish and Install Lift Station Motor Control Unit and Sensor Installation complete and in place @ <strong>Eight Thousand Eight Hundred</strong> Dollars Per Lump Sum Amount.</td>
<td><strong>81,800.00</strong> /L.S.</td>
<td><strong>81,800.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TOTAL AMOUNT OF BASE BID</td>
<td>$ 305,880.00</td>
<td></td>
</tr>
</tbody>
</table>

* Mobilization Lump Sum Item No. 1 shall not exceed 10% of total Base Bid.

Total Amount (written in words) of Base Bid is **Three Hundred Five Thousand Eight Hundred Eighty** Dollars and **2000** Cents.
## ADDITIVE ALTERNATE BID
CONTINUE 8" MAIN EAST TOWARD LEMOORE AVE. PLUS 6" LATERAL

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>ITEM WITH UNIT PRICE WRITTEN IN WORDS</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.</td>
<td>1</td>
<td>L.S.</td>
<td>*Mobilization / Demobilization including bonds, permits, licenses, fees required to perform the work incl. complete @ FIVE THOUSAND DOLLARS PER LUMP SUM AMOUNT.</td>
<td>5,900.00 /L.S.</td>
<td>5,900.00</td>
</tr>
<tr>
<td>23.</td>
<td>1</td>
<td>L.S.</td>
<td>Clearing, Grubbing, and Demolition @ SIX THOUSAND DOLLARS PER LUMP SUM AMOUNT.</td>
<td>4,000.00 /L.S.</td>
<td>4,000.00</td>
</tr>
<tr>
<td>24.</td>
<td>1</td>
<td>L.S.</td>
<td>Erosion/Sediment Control, BMPs @ ONE THOUSAND FIVE HUNDRED DOLLARS PER LUMP SUM AMOUNT.</td>
<td>1,500.00 /L.S.</td>
<td>1,500.00</td>
</tr>
<tr>
<td>25.</td>
<td>1</td>
<td>L.S.</td>
<td>Sheeting and Shoring for Pipeline Trenches over 5-ft deep @ TWO THOUSAND FIVE HUNDRED DOLLARS PER LUMP SUM AMOUNT.</td>
<td>2,500.00 /L.S.</td>
<td>2,500.00</td>
</tr>
<tr>
<td>26.</td>
<td>690</td>
<td>L.F.</td>
<td>Furnish and Install 8&quot; Sewer PVC Pipe complete and in place @ FIFTY DOLLARS PER LINEAR FOOT.</td>
<td>50.00 /L.F.</td>
<td>34,500.00</td>
</tr>
<tr>
<td>27.</td>
<td>50</td>
<td>L.F.</td>
<td>Furnish and Install 6&quot; Sewer Lateral with cap complete and in place @ TWENTY-THREE DOLLARS PER LINEAR FOOT.</td>
<td>23.00 /L.F.</td>
<td>1,150.00</td>
</tr>
<tr>
<td>28.</td>
<td>1</td>
<td>L.S.</td>
<td>Furnish and Install Sewer Cleanout complete and in place @ THOUSAND DOLLARS PER LUMP SUM AMOUNT.</td>
<td>900.00 /L.S.</td>
<td>900.00</td>
</tr>
<tr>
<td>29.</td>
<td>1</td>
<td>EA.</td>
<td>Furnish and Install New 48&quot; Diameter Manhole complete and in place @ SEVEN THOUSAND DOLLARS PER EACH.</td>
<td>7,000.00 /EA.</td>
<td>7,000.00</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT OF ADDITIVE ALTERNATE BID**

$591,450.00

*Mobilization Lump Sum Item No. 1 shall not exceed 10% of total Base Bid.

Total Amount (written in words) of Additive Alternate Bid is FIFTY-NINE THOUSAND, DOLLARS AND 00/100 Cents.

In the event of discrepancy between words and figures, the words shall prevail. In case of discrepancy between unit prices and totals, the unit price shall prevail.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in City of Lemoore  Cedar/Champion Sewer Improvements

*BID CONDITIONS*  REVISED2 Page BC-13  Bid Proposal Form

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these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

JT2 INC DBA TODD COMPANIES PO BOX 6820 VISALIA CA 93290
FAX 685-5830 EMAIL: JT2@JT2INC.COM

A bidder shall not submit a bid unless the bidder’s California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name:  JAMES W. TODD, II
Title:  PRESIDENT
Name of Company as Licensed:  JT2 INC DBA TODD COMPANIES
Business Address:  PO BOX 6820
                     VISALIA CA 93290
Telephone Number:  559-651-5820
California Contractor License No.:  788798
Class and Expiration Date:  A/B/C36/C21/D6
State of Incorporation, if Applicable:  CA

(X) Evidence of authority to bind corporation is attached.

Dated:  April 7, 2020
Signed:  [Signature]
ACTION OF INCORPORATOR OF
JT2, INC.
A California Corporation

The undersigned, being the sole incorporator named in the Articles of Incorporation of the above-named California corporation, duly formed by the filing of such Articles of Incorporation in the office of the California Secretary of State on December 17, 2008, hereby adopts the following resolutions pursuant to Section 210 of the California Corporations Code:

ELECTION OF DIRECTORS. The following persons are elected as Directors of the corporation, to hold office until the next annual meeting and until their successors have been elected and qualified:

JAMES WILLIAM TODD, JR.
THERESE M. TODD

Dated: 3/10, 2010

D. Zackery Smith,
Incorporator
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:

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Name and Address of Subcontractors</th>
<th>Contractor’s License No. / DIR Registration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
<td>Don Celilo Electric</td>
<td>438574/1000005093</td>
</tr>
<tr>
<td></td>
<td>Visalia, CA</td>
<td></td>
</tr>
<tr>
<td>MH Coatings</td>
<td>National Coating</td>
<td>5810430/1000013795</td>
</tr>
<tr>
<td></td>
<td>Lining</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Murrieta, CA</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>Fresno Fence</td>
<td>692620/1000014757</td>
</tr>
<tr>
<td></td>
<td>Connection</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sanger, CA</td>
<td></td>
</tr>
</tbody>
</table>

4/7/2020
Date

(Contractor’s Signature)

(ATTACH ADDITIONAL SHEETS IF NECESSARY)
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 bid informal and may cause its rejection.

<table>
<thead>
<tr>
<th>Equipment/Material</th>
<th>Manufacturer or Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Precast Wet Well, Base and Cover</td>
<td>Kristich Monterey Pipe Company/Todd Companies</td>
</tr>
<tr>
<td>2. Precast Valve Vault and Cover</td>
<td>Old Castle</td>
</tr>
<tr>
<td>3. Pumps and appurtenances</td>
<td>Muniquip</td>
</tr>
<tr>
<td>4. Valves and fittings</td>
<td>Ferguson</td>
</tr>
<tr>
<td>5. Sensors, floats, etc.</td>
<td>Muniquip</td>
</tr>
<tr>
<td>6. Sewer Manhole Materials</td>
<td>Ferguson</td>
</tr>
<tr>
<td>7. Sewer pipe and force main</td>
<td>Ferguson</td>
</tr>
<tr>
<td>8. Electrical panel</td>
<td>Wesco</td>
</tr>
<tr>
<td>9. Electrical conduit, wiring, fittings</td>
<td>Graybar</td>
</tr>
<tr>
<td>10. Class 2 Aggregate Base</td>
<td>Todd Companies</td>
</tr>
<tr>
<td>11. Asphalt Concrete</td>
<td>CMI</td>
</tr>
</tbody>
</table>

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.
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder JT2 INC DBA TODD COMPANIES, proposed subcontractor JT2 INC DBA TODD COMPANIES, hereby certifies that he has X, has not __, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ☐ has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☒  No ☐

If the answer is yes, explain the circumstances in the following space.

Note: The above Statement is part of the Bid Proposal Form. Signing the Bid Certification Page shall also constitute signature of this Statement.
Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor’s failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of LEMOORE

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares as follows: PRESIDENT, OF JT2 INC DBA TODD COMPANIES

I am the ___ of ___ the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ___[date]___, at ___[city]___, ___[state]___.

JT2 INC DBA TODD COMPANIES BY: 4/7/2020 at Visalia Ca

Name (Print) JAMES W. TODD II

Title: PRESIDENT
DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the State agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations.

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the City determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

JT2 INC DBA TODD COMPANIES
Name of Contractor

JT2 INC DBA TODD COMPANIES BY:

Signature

JAMES W. TODD II, PRESIDENT
Print Name

4/7/2020
Date
INFORMATION REQUIRED OF BIDDER

The bidder shall furnish the following information. Failure to comply with this requirement may render the Bid 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: ____________________________
    19 YEARS

(2) Names and titles of all officers of contractor's firm:

    JAMES W. TODD II, PRESIDENT

    THERESE M. TODD, SECRETARY

(3) Name of person who inspected site of proposed work for your firm: ____________________

    DAVID HALOPOFF

    Date of Inspection: 4/1/2020

(4) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

    FIDELITY & DEPOSIT OF MARYLAND

    DER MANOOGIAN INSURANCE GROUP PO BOX 28906 FRESNO CA 93729

    RON OSBORN 559-721-4811

(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: SEE ATTACHMENT "A"

    Contract Price: ____________________________

    Name, address and telephone number of owner: ____________________________

    Name and telephone number of Contact Person: ____________________________
David J. Halopoff  
TODD COMPANIES

1701 N. Clancy Court, Visalia  
OFFICE (559) 651-5820 Cell (559) 805-8644

Personal Skills & Qualifications
- Contractor's License # 573049 AHAZ – currently inactive  
- CESSWI #2408 - currently inactive  
- Primavera Contractor, Microsoft Project, Heavy Bid Express  
- Participated in State License Board committee to examine and develop new questions for the State Contractor's License Exam  
- MS Excel 2010, MS Word 2010, MS Outlook 2010, MS Project 2010  
- Passionate about working with local youth  
- CPR/AED & First Aid Certified

Work History
- Todd Companies  
  - Project Manager / Estimator  
  - 2014 to present
- Halopoff & Sons, Inc., Porterville, CA  
  - 33 years of work field experience within the civil construction and engineering field for municipalities and the private sector throughout the Central Valley with vast experience in road and concrete construction, underground utilities installations, standard methods of operations, including pipe bursting  
  - Supervise projects from award to completion up to $6 million, preparing submittals to project specifications for approval by engineers or municipalities  
  - Develop potential business clients and construction opportunities for the company securing quotes and bidding projects using Heavy Bid and spreadsheets  
  - Administer, review, cost estimating, scheduling, competitive bidding process, and mentor staff  
  - Secure, identify and prepare change order requests  
  - Oversee several projects and up to 40 laborers and subcontractors at any given time  
  - Responsible for quality control, adhering to project specifications, ordering and procuring materials, prepare progress payments for accounts receivable  
  - Proficient in reading plans and specifications  
  - 1981 to 2014
- Roberts Engineering, Porterville, CA  
  - Drafting miscellaneous details as instructed  
  - Summer 1979

Community Involvement & Volunteer Work
- Monache High School Football - Varsity/JV Linebacker Coach 2013- 2016  
  - JV Defensive Coordinator 2016  
  - Freshman Defensive Coordinator 2011-2012  
  - Freshman Receiver and Defensive Back Coach 2009-2010
- Porterville Youth Football - Vice President/Assistant Coach 2003-2008
- Flag Football of Porterville - Vice President 1998-2002
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<td>Name and telephone number of Contact Person:</td>
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Note: The above information is part of the Bid Proposal Form. Signing the Bid Certification Page shall also constitute signature of this Statement.
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.

JT2 INC DBA TODD COMPANIES
Licensee

788798 5/31/2020
Contractor's License Number and Expiration Date

A/B/C36/C21/D6
License Classification

JT2 INC DBA TODD COMPANIES BY
Signed:

If the bidder possesses a current City of Lemoore Business License at Bid Day, the bidder certifies its number is #1506, dated expires 12/31/20.
CERTIFICATION OF COMPLIANCE WITH
STATE LABOR CODE SECTION 3700

In compliance with State Labor Code Section 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: April 7, 2020

JT2 INC DBA TODD COMPANIES
Contractor

JT2 INC DBA TODD COMPANIES BY:

By: JAMES W. TODD, PRESIDENT

(Seal if Corporation)
BID CERTIFICATION PAGE

Accompanying this bid is__________________________
(BIDDER'S BOND)
(Notice: Insert the words "Cash/Is________," "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be.)
in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, all names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, all names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

President: JAMES W. TODD II

Secretary: THERESE M. TODD

Treasurer:

Manager:

Licensed in conformance with an act providing for the registration of Contractors,

License No. 788798 Classification(s) A/B/C3/C21/D6

ADDENDA

This Bid is submitted with respect to the changes to the contract included in addenda number/s

1, 2, 3 AND 4

(Fill in addenda numbers if addenda have been received and insert in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 4/7/2020

JT2 INC DBA TODD COMPANIES BY

JAMES W. TODD II, PRESIDENT

Signature and Title of Bidder

Business Address PO BOX 6820 VISALIA CA 93280

Place of Business 1701 N. CLANCY VISALIA CA 93291

City of Lemoore Cedar/Champion Sewer Improvements

BID CONDITIONS

Page BC-26 Bid Certification Page

67
ADDENDUM NUMBER ONE

FOR THE

CITY OF LEMOORE

CEDAR/CHAMPION SEWER IMPROVEMENTS

March 17, 2020

OWNER:
City of Lemoore
711 W. Cinnamon Drive
Lemoore, CA 93245
(559) 924-6700

PREPARED BY:
QK
901 E. Main Street
Visalia, CA 93292
(559) 733-0440
ADDENDUM NUMBER ONE

The following additions, deletions, or modifications shall become part of the Contract Documents for the City of Lemoore Cedar/Champion Sewer Improvements project:

REVISIONS TO SPECIFICATIONS

Item 1  Bid Conditions – Notice to Contractors:

The bid date is changed to **Tuesday, April 7, 2020**. The location and time of the bid opening remains the same.

NOTE:  One copy of this Addendum Number 1 shall be signed by the Contractor and must be submitted with the bid as acknowledgement of receipt and the acceptance of this Addendum Number 1.

Prepared by:  
Jeffery Cowart, P.E.  
QK  
JTJ INC DRA TODD COMPANIES BY

Accepted by:  
Contractor (signature)  

March 17, 2020  
Date  

4/7/2020  
Date
ADDENDUM NUMBER TWO

FOR THE

CITY OF LEMOORE

CEDAR/CHAMPION SEWER IMPROVEMENTS

March 27, 2020

OWNER:
City of Lemoore
711 W. Cinnamon Drive
Lemoore, CA 93245
(559) 924-6700

PREPARED BY:
QK
901 E. Main Street
Visalia, CA 93292
(559) 733-0440

180271
ADDENDUM NUMBER TWO

The following additions, deletions, or modifications shall become part of the Contract Documents for the City of Lemoore Cedar/Champion Sewer Improvements project:

REVISIONS TO SPECIFICATIONS:
ITEM No. 1 SPECIAL PROVISIONS-PART II; TECHNICAL SPECIFICATIONS

ITEM No. 2 BID SHEET
- Bid Sheet (pages BC-10 through BC-14) is replaced in its entirety with the attached Bid Sheet (Pages REVISED BC-10 through REVISED BC-14)

ITEM No. 3 CONSTRUCTION TIME
- The time for completion for the work is changed from thirty (30) working days to forty-five (45) working days.

REVISIONS TO DRAWINGS:
ITEM No. 1 NEW DRAWINGS:
- The drawings for Cedar/Champion Sewer Improvements (Sheets 1of 7 through 7 of 7) are replaced in its entirety with the attached revised Cedar/Champion Sewer Improvements (Sheets 1of 7 through 7 of 7 and Electrical Sheets E1.1 through E2.1)

CONTRACTOR QUESTIONS FROM PRE-BID MEETING:
Q1: Is the lift station be located out from under the overhead utility lines?
A1: Refer to revised plans of this addendum.

Q2: Will the construction time be revised?
A2: Refer to modifications with this addendum.

Q3: Is there a preferred pump manufacturer?
A3: Refer to modifications with this addendum.

Q4: Does the City want bolt down lids on the manholes?
A4: Refer to modifications with this addendum.
Q5: Is there a geotechnical report available? How deep is the groundwater?

A5: There is no geotechnical report available. However, the City performed an exploratory excavation and found groundwater at approximately 20 feet below existing grade.

NOTE: One copy of this Addendum Number 2 shall be signed by the Contractor and must be submitted with the bid as acknowledgement of receipt and the acceptance of this Addendum Number 2.

Prepared by: Jeffery Cowart, P.E.
OK
JT2 INC DBA TOOD COMPANIES BY:

Accepted by: [Signature]
Contractor (signature)

March 27, 2020
Date

4/7/2020
Date
ADDENDUM NUMBER THREE

FOR THE

CITY OF LEMOORE

CEDAR/CHAMPION SEWER IMPROVEMENTS

April 2, 2020

OWNER:
City of Lemoore
711 W. Cinnamon Drive
Lemoore, CA 93245
(559) 924-6700
190271

PREPARED BY:
QK
901 E. Main Street
Visalia, CA 93292
(559) 733-0440
ADDENDUM NUMBER THREE

The following additions, deletions, or modifications shall become part of the Contract Documents for the City of Lemoore Cedar/Champion Sewer Improvements project:

REVISIONS TO SPECIFICATIONS

Item 1  Bid Conditions – Notice to Contractors:

Due to the COVID-19 crisis, the City has instituted modified office access. The bid instructions are modified and revised as follows:

Sealed bids will be received at the Finance office also located at 711 W. Cinnamon Drive, Lemoore CA, 93425. The time and date for receipt of bids are not changed with this addendum. A map showing the location of the Finance office is shown below.

To accept hand-delivered bids, the doors of the Finance office will be open one (1) hour prior to the deadline for receipt of bids. Hand-delivered bids prior to this time, shall be scheduled by appointment by calling Amanda Champion at (559) 817-8539 or Frank Rivera at (559) 381-0902.

Bids will be publicly opened and read aloud outside the Finance office, near the parking area, promptly after the time and date for receipt of bids. All attendees shall comply with the Social Distance Guidelines and best practices as issued by the Federal, State and Local Authorities.
NOTE: One copy of this Addendum Number 3 shall be signed by the Contractor and must be submitted with the bid as acknowledgement of receipt and the acceptance of this Addendum Number 3.

Prepared by: Jeffery Cowart, P.E.
QK
JT2 INC DBA TDD COMPANIES BY: 

Accepted by: Contractor (signature)

April 2, 2020
Date

4/7/2020
Date
ADDENDUM NUMBER FOUR

FOR THE

CITY OF LEMOORE

CEDAR/CHAMPION SEWER IMPROVEMENTS

April 3, 2020

OWNER:
City of Lemoore
711 W. Cinnamon Drive
Lemoore, CA 93245
(559) 924-6700

PREPARED BY:
QK
901 E. Main Street
Visalia, CA 93292
(559) 733-0440
ADDENDUM NUMBER FOUR

The following additions, deletions, or modifications shall become part of the Contract Documents for the City of Lemoore Cedar/Champion Sewer Improvements project:

REVISIONS TO SPECIFICATIONS

ITEM No. 1  BID SHEET

- Bid Sheet (pages REVISED BC-10 through REVISED BC-14) is replaced in its entirety with the attached Bid Sheet (Pages REVISED2 BC-10 through REVISED2 BC-14). The following change has been made:
  - Bid item 11 shall read: “Furnish and Install All Pipes, Valves, and Fittings for Lift Station and Valve Vault complete and in place @ ______________ Dollars Per Lump Sum Amount.”

NOTE: One copy of this Addendum Number 4 shall be signed by the Contractor and must be submitted with the bid as acknowledgement of receipt and the acceptance of this Addendum Number 4.

Prepared by: Jeffery Cowart, P.E.  
Ok
JT INC DBA TOLLER COMPANIES BY

Accepted by: 
Contractor (signature)

April 3, 2020  Date

4/7/2020  Date
AGREEMENT

THIS AGREEMENT, entered into by and between JT2 Inc. DBA Todd Companies 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 $ 365,330 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 Cedar/Champion Sewer Improvements 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 One Thousand ($1,000) per calendar day for each and every day's delay beyond the time specified as and for liquidated damages, during or as a result of each calendar day by which completion of the project is delayed beyond the completion date; in case the Contractor fails to make such payment, the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Should such money not be sufficient, the City shall have the right to recover the balance from the Contractor or its sureties.

The work shall be completed within the times set forth in the Special Provisions. 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. 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.

J. 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.

K. 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.

L. 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.
M. 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: _____________________, 20___

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 CEDAR/CHAMPION SEWER IMPROVEMENTS in the 
City of Lemoore for the City of Lemoore, and,

WHEREAS, said Principal is required under the terms of said contact 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.
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 CEDAR/CHAMPION SEWER IMPROVEMENTS 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.
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 hereunto 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.
This certifies to the City that the following described policies have been issued to the insured named below and are in force at this time.

Insured

Address

Description of operations/audioclons/products insured (show contract name and/or number, if any)

<table>
<thead>
<tr>
<th>POLICIES AND INSURERS</th>
<th>LIMITS</th>
<th>POLICY NUMBER</th>
<th>EXPIRATION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>WORKERS COMPENSATION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Insurer)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Best’s Rating</td>
<td></td>
<td>Employers Liability</td>
<td></td>
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<td>$</td>
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</tr>
<tr>
<td>GENERAL LIABILITY</td>
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<td></td>
</tr>
<tr>
<td>Check Policy Type:</td>
<td></td>
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<td></td>
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<tr>
<td>☐ Comprehensive</td>
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<tr>
<td>Or</td>
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<td></td>
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<tr>
<td>☐ Commercial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check Coverage Type:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ “Claims-Made”</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>-or-</td>
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<tr>
<td>☐ “Occurrence”</td>
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<tr>
<td>(Insurer)</td>
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<tr>
<td>Best’s Rating</td>
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<tr>
<td>BUSINESS AUTO POLICY</td>
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<tr>
<td>Liability Coverage Symbol</td>
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<tr>
<td>(Insurer)</td>
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<td>Best’s Rating</td>
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<tr>
<td>UMBRELLA LIABILITY</td>
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<tr>
<td>Check Coverage Type:</td>
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<tr>
<td>☐ “Claims-Made”</td>
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</tr>
<tr>
<td>Best’s Rating</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: If commercial general liability insurance is used or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project or the aggregate limit must be at least twice the occurrence limit.
### THE FOLLOWING ARE IN EFFECT:

<table>
<thead>
<tr>
<th>Yes</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

#### 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.

<table>
<thead>
<tr>
<th>Insurance Agency or Brokerage</th>
<th>Insurance Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Home Office</td>
</tr>
<tr>
<td>City</td>
<td>Authorized Signature</td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td></td>
</tr>
</tbody>
</table>

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.
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR CITY OF LEMOORE (the "Entity")

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>POLICY INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Insurance Company:</td>
</tr>
<tr>
<td></td>
<td>Policy No.:</td>
</tr>
<tr>
<td></td>
<td>Policy Period:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>OTHER PROVISIONS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAMED INSURED</th>
<th>CLAIMS: Underwriter's representative for claims pursuant to this insurance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>________________________________________________________________</td>
</tr>
<tr>
<td>Address:</td>
<td>__________________________________________________________________</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(____<strong><strong>)</strong></strong>__________________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EMPLOYER'S LIABILITY LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ _______________________(Each Accident)</td>
</tr>
<tr>
<td>$ _______________________(Disease - Policy Limit)</td>
</tr>
<tr>
<td>$ _______________________(Disease - Each Employee)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>ENTITY</th>
<th>AUTHORIZED [ ] Broker/Agent [ ] Underwriter [ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF LEMOORE</td>
<td></td>
</tr>
<tr>
<td>119 FOX STREET</td>
<td></td>
</tr>
<tr>
<td>LEMOORE, CA 93245</td>
<td></td>
</tr>
<tr>
<td>Attention: City Manager</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

Signature

(________________________________________) (original signature required)

<table>
<thead>
<tr>
<th>Telephone ( )</th>
<th>Date Signed</th>
</tr>
</thead>
</table>
GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR CITY OF LEMOORE (the “Entity”)

PRODUCER

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Permit: (from) (to)

☐ Deductible ☐ Self-Insured Retention (check which) of $ ____________

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here in which case only the following specific agreements and permits with the Entity are covered:
ENTITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

LIMIT OF LIABILITY

$__________ per accident, for bodily injury and property damage.

LOSS ADJUSTMENT EXPENSE ☐ INCLUDED IN LIMITS
☐ IN ADDITION TO LIMITS

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: ______________________________________________________
Address: ____________________________________________________
Telephone: (________)_________________________________________

In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds.

2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy (a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer’s scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.

4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
   (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 (Ed. 11/88); or
   (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY

CITY OF LEMOORE
119 FOX STREET
LEMOORE, CA 93245

Attention: City Manager

AUTHORIZED ☐ Broker/Agent ☐ Underwriter ☐ ____________ REPRESENTATIVE

I, ______________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.

Signature ________________________________________________
(original signature required)

Telephone (________) Date Signed

90
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR CITY OF LEMOORE (the "Entity")

PRODUCER

ENDORSEMENT NO. ISSUE DATE (MMDDYY)

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)

☐ Deductible ☐ Self-Insured Retention (check which) of $

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here in which case only the following specific agreements and permits with the Entity are covered:

ENTITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ Commercial Auto Policy ☐ Business Auto Policy ☐ Other

OTHER PROVISIONS

CLAIMS. Underwriter's representative for claims pursuant to this insurance.
Name: ________________________________________________________
Address: ________________________________________________________
Telephone: (________)____________________________________________

$___________ per accident, for bodily injury and property damage.

LOSS ADJUSTMENT EXPENSE ☐ INCLUDED IN LIMITS ☐ IN ADDITION TO LIMITS

In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to damages and defense of suits arising from the ownership, operations, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, for which the Named Insured is responsible.

2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy shall: a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer’s scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.

4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
   (1) Insurance Services Office form number CA 0001 (Ed. 6/92), Code 1 ("any auto"); or
   (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY

CITY OF LEMOORE
119 FOX STREET
LEMOORE, CA 93245

Attention: City Manager

AUTHORIZED ☐ Broker/Agent ☐ Underwriter ☐ REPRESENTATIVE

I, __________________________(print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.

Signature _____________________________________________ (original signature required)

Telephone ( ) Date Signed
NOTICE OF AWARD

TO: ______________________
___________________________
___________________________
___________________________

PROJECT Description:

CEDAR/CHAMPION SEWER IMPROVEMENTS 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:

CEDAR/CHAMPION SEWER IMPROVEMENTS 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 __________________________

CEDAR/CHAMPION SEWER IMPROVEMENTS 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 (   ) __________________________
Staff Report

Item No: 3-5

To: Lemoore City Council
From: Frank Rivera, Public Works Director
Date: April 23, 2020    Meeting Date:  May 5, 2020
Subject: Resolution 2020-14 – Adopting a List of Projects for Fiscal Year 2020-21 Funded by SB 1: The Road Repair and Accountability Act of 2017

Strategic Initiative:
☒ Safe & Vibrant Community  ☐ Growing & Dynamic Economy
☐ Fiscally Sound Government  ☐ Operational Excellence
☐ Community & Neighborhood Livability  ☐ Not Applicable

Proposed Motion:
Approve Resolution 2020-14, listing all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1.

Subject/Discussion:
On April 28, 2017, the Governor signed Senate Bill 1, the Road Repair and Accountability Act of 2017. SB 1 increases per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration fees with inflationary adjustments to tax rates in future years for the purpose of addressing basic road maintenance, rehabilitation and roadway safety needs.

Effective November 2017, the State Controller deposited various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California’s transportation programs. Therefore, in order to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (CTC). Per the program’s requirements, “In God We Trust”
jurisdictions are required to submit to the CTC by May 1, 2020, a resolution documenting the City Council’s approval of a project list with locations, schedule, and estimated useful life of the project before they can receive RMRA funds. Currently, the CTC is proposing extending out the deadline to submit project lists due to the effects of COVID-19.

QK, the City Engineer, used their pavement management program to advise the City of the roads in greatest need of rehabilitation. The proposed project list is ranked by priority, though the RMRA program does not require that the projects be completed in any specific order. The list is not all inclusive of the City’s cost needs but is used as a basis to establish a project list and will be updated annually to meet the need of the City.

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Description</th>
<th>Project Location</th>
<th>Estimated Useful Life</th>
<th>Anticipated Construction Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2020-2021 Slurry Seal</td>
<td>Project Includes: Rehab/repair of existing bicycles lanes, existing pavement rehab and repair, striping rehab and repair, and updating/repairing signals and/or signage.</td>
<td>Multiple Locations- Hanford Armona Road from Hwy 41 to Fox Street; Hanford Armona Road from Belinda Drive to the Canal; Silverado Drive from 19 ½ Ave to 19th Ave; 19 ½ Ave from Silverado Drive to Bush Ave</td>
<td>8 to 10 Years</td>
<td>07/01/2020 to 10/01/2021</td>
</tr>
</tbody>
</table>

Financial Consideration(s):
The City has received $913,480.45 to date for SB1 approved projects. Due to COVID-19 future allocations are under review.

Alternatives or Pros/Cons:
City Council could choose to modify the proposed project list.

Commission/Board Recommendation:
Not applicable.

Staff Recommendation:
Staff recommends City Council adopt Resolution 2020-14, approving the Fiscal Year 2020-2021 SB 1 Project List.

Attachments:   Review: Date:
☒ Resolution: 2020-14 ☒ Asst. City Manager 04/28/2020
☐ Ordinance: ☒ City Attorney 05/01/2020
☐ Map ☒ City Clerk 05/01/2020
☐ Contract ☒ City Manager 05/01/2020
☐ Other ☒ Finance 05/01/2020
List:
RESOLUTION NO. 2020-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $495,912 in RMRA funding in Fiscal Year 2020-2021 from SB 1; and

WHEREAS, this is the fourth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets throughout the City this year and similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an “At Lower Risk” condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a “Good” condition; and

WHEREAS, this revenue will help us increase the overall quality of our road system; and
WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Lemoore, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of projects is planned to be funded with Road Maintenance and Rehabilitation Account revenues:

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Description</th>
<th>Project Location</th>
<th>Estimated Useful Life</th>
<th>Anticipated Construction Dates</th>
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<tr>
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<td>Multiple Locations-Hanford Armona Road from Hwy 41 to Fox Street; Hanford Armona Road from Belinda Drive to the Canal; Silverado Drive from 19 ½ Ave to 19th Ave; 19 ½ Ave from Silverado Drive to Bush Ave</td>
<td>8 to 10 Years</td>
<td>07/01/2020 to 10/01/2021</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED by the City Council of the City of Lemoore at a regular meeting held on the 5th day of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:                        APPROVED:

Marisa Avalos, City Clerk      Edward Neal, Mayor
Staff Report

Item No: 3-6

To: Lemoore City Council
From: Nathan Olson, City Manager
Date: April 23, 2020   Meeting Date: May 5, 2020
Subject: Lease Renewal with Union Pacific Railroad Company for the Land Located Between F Street and the Railroad Tracks

Strategic Initiative:
- [ ] Safe & Vibrant Community
- [ ] Growing & Dynamic Economy
- [ ] Fiscally Sound Government
- [x] Operational Excellence
- [ ] Community & Neighborhood Livability
- [ ] Not Applicable

Proposed Motion:
Approve the Lease Renewal with Union Pacific Railroad Company for the land located between F Street and the Railroad tracks, and authorize the City Manager or designee to sign the lease.

Subject/Discussion:
The City currently leases the land located between F Street and the Railroad tracks. The term will be expiring soon and the City has requested a renewal of the lease. The term of this lease will commence on July 1, 2020.

The property will continue to be used to store sand for sand bags for residents during the wet season, Christmas tree drop off location, and public restrooms and basketball courts. The City will monitor illegal truck parking to reduce blight.

Financial Consideration(s):
The rent for the property would be a fixed rent of five thousand dollars ($5,000) annually.

“In God We Trust”
Alternatives or Pros/Cons:
Pros:
- Ability to monitor illegal truck parking
- Provide residents with a location for sand and Christmas tree drop offs

Cons:
- None noted

Commission/Board Recommendation:
Not applicable.

Staff Recommendation:
Staff recommends City Council approve the lease renewal with Union Pacific Railroad Company, and authorize the City Manager or designee to sign the lease.

Attachments:   Review: Date:
☐ Resolution: ☑ Asst. City Manager 04/30/2020
☐ Ordinance: ☑ City Attorney 05/01/2020
☒ Map
☒ City Clerk 05/01/2020
☒ Contract
☒ City Manager 05/01/2020
☐ Other
☒ Finance 05/01/2020
List: 99

“In God We Trust”
January 07, 2020
Folder: 01883-30

MARISA AVALOS
LEMOORE, CALIFORNIA, CITY OF
CITY HALL
711 W CINNAMON DR.
LEMOORE CA 93245

RE: Lease Covering Use of Railroad Property at Lemoore, California

Greetings:

Pursuant to your request, attached is the above-referenced Lease for your execution.

Please return the following:

1. TWO ORIGINALS of the Lease signed by the appropriate party. If approved by the Railroad Company, a fully-executed original will be returned to you for your records.

2. CHECK, with Folder No. 01883-30 written on the front, in the amount of Five Thousand Dollars ($5,000.00) covering the rental and administrative fees, if any. Future rental will be billed and payment should be directed to the address on the invoice.

Both copies of the above-mentioned lease document, plus the questionnaire, and the check must be received by this office within 30 days of the date of this letter for consideration by Railroad Company management. You are not authorized to enter the premises until you are in possession of a fully executed copy of this Lease.

NOTHING IN THIS CORRESPONDENCE SHOULD BE CONSTRUED AS A COMMITMENT TO LEASE REAL PROPERTY AS SUCH A COMMITMENT REQUIRES FORMAL RAILROAD MANAGEMENT APPROVAL. IF SUCH APPROVAL IS RECEIVED, A FULLY EXECUTED COPY OF THE LEASE WILL BE RETURNED TO YOU.

If you have any questions regarding this Lease, please contact me at (402) 544-8624 or DBPARKER@up.com.

Sincerely,

Daniel B. Parker
Senior Manager - Real Estate
LEASE OF PROPERTY
(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)

THIS LEASE ("Lease") is entered into on _________________, 2020, between UNION PACIFIC RAILROAD COMPANY ("Lessor") and the CITY OF LEMOORE, a California municipal corporation, whose address is City Hall 711 W Cinnamon Dr., Lemoore, California 93245 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Lemoore, California, shown on the print dated June 28, 2018, marked Exhibit A, hereto attached and made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for civic and recreational purposes, and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

The term of this Lease shall commence July 01, 2020, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

A. Lessee shall pay to Lessor, in advance, fixed rent of Five Thousand Dollars ($5,000.00) annually. The rent shall be automatically increased by Three percent (3%) annually, cumulative and compounded.

B. Not more than once every five (5) years, Lessor may redetermine the fixed rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change.

Article 4. INSURANCE.

A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under Exhibit C hereto attached and made a part hereof.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under Exhibit C.

D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 01883-30.
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor: UNION PACIFIC RAILROAD COMPANY
Lessee: LEMOORE, CALIFORNIA, CITY OF

By: ________________________________
   Senior Manager - Real Estate

By: ________________________________
   Title: City Manager

NOTE:
EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.
Section 5. **WATER RIGHTS.**

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. **CARE AND USE OF PREMISES.**

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. **HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.**

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to
any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seg., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.
Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.
C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day’s written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.
Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to (402) 501-0340, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under
federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this
Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

Section 23. WATER WELL(S).

The installation of new water well(s) or use of existing water well(s) or other equipment or facilities designed to secure potable or non-potable water from sources on the leased premises, or from any adjoining property owned or operated by Lessor, is prohibited.
Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Premises” as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing “Premises” as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee’s indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other employee benefits acts.

D. **Pollution Liability** insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.
If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

**E. Umbrella or Excess** insurance. If Lessee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

**Other Requirements**

**F.** All policy(ies) required above must include Lessor as “Additional Insured” using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor’s negligence whether sole or partial, active or passive, and shall not be limited by Lessee’s liability under the indemnity provisions of this Lease.

**G.** Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers’ liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

**H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

**I.** All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

**J.** The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.
NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.

EXHIBIT “A”
UNION PACIFIC RAILROAD COMPANY
LEMOORE, CA
M.P. 260.7 - COALINGA BRANCH - SJ Subdivision

Lease to LEMOORE, CALIFORNIA, CITY OF

SCALE: 1” = 200’

REAL ESTATE DEPARTMENT
OMAHA, NE Date: June 28, 2018
Folder: 01883-30

* LEGEND *

Lease Area Shown................................................................. Dot Screen
(RR)R/W Outlined ............................................................... ___ _ _ ___
Staff Report

Item No: 5-1

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager / Administrative Services Dir.
Date: April 30, 2020    Meeting Date: May 5, 2020
Subject: Memorandum of Understanding with General Association of Service Employees (GASE) beginning July 1, 2020 through June 30, 2021

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

Proposed Motion:
Approve the Memorandum of Understanding between the General Association of Service Employees Bargaining Unit for the term of July 1, 2020 through June 30, 2021.

Subject/Discussion:
Labor negotiations with the GASE bargaining unit have been ongoing since February 2020. City negotiators have recently concluded the meet and confer process with representatives of GASE. GASE and the City have reached an agreement which modifies the Memorandum of Understanding (MOU) between the GASE and the City. Council authorization is required in order to implement the proposed amendments to the GASE MOU. A summary of the proposed significant terms will be orally reported.

Financial Consideration(s):
The MOU has minimal financial impact to the general fund.

Alternatives or Pros/Cons:
Pros:
• Terms are agreed to by the Union.
• Terms result in increased employee paid portions of PERS
Cons:
  • None noted

**Recommendation:**
Staff recommends approval of Memorandum of Understanding between the City of Lemoore and the General Association of Service Employees Bargaining Unit.

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Staff Report

Item No: 5-2

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager / Administrative Services Dir.
Date: April 30, 2020 Meeting Date: May 5, 2020
Subject: Memorandum of Understanding with Lemoore Police Officers Association (LPOA) beginning July 1, 2020 through June 30, 2021

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

Proposed Motion:
Approve the Memorandum of Understanding between the City of Lemoore and the Lemoore Police Officers Association (LPOA) for the term of July 1, 2020 through June 30, 2021.

Subject/Discussion:
Labor negotiations with the LPOA have been ongoing since February 2020. City negotiators have recently concluded the meet and confer process with representatives of the LPOA. The LPOA and the City have reached an agreement which modifies the Memorandum of Understanding (MOU) between the LPOA and the City. Council authorization is required in order to implement the proposed amendments to the LPOA MOU. A summary of the proposed significant terms will be orally reported.

Financial Consideration(s):
The MOU has minimal financial impact to the general fund.

Pros/Cons:
Pros:
- Terms are agreed to by the Union.
Cons:
- Fiscal impact on the City.

**Recommendation:**
Staff recommends approval of Memorandum of Understanding between the City of Lemoore and the Lemoore Police Officers Association Bargaining Unit.

**Attachments:**
- Resolution: Assistant City Manager 04/30/2020
- Ordinance: City Attorney 05/01/2020
- Map: City Manager 05/01/2020
- Contract: City Clerk 05/01/2020
- Other: Finance 05/01/2020

**Review:**
- Resolution: Assistant City Manager 04/30/2020
- Ordinance: City Attorney 05/01/2020
- Map: City Manager 05/01/2020
- Contract: City Clerk 05/01/2020
- Other: Finance 05/01/2020
Staff Report

Item No: 5-3

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager / Administrative Services Dir.
Date: April 30, 2020   Meeting Date: May 5, 2020
Subject: Memorandum of Understanding with Lemoore Police Sergeants Bargaining Unit (LPSBU) beginning July 1, 2020 through June 30, 2021

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

Proposed Motion:
Approve the Memorandum of Understanding between the City of Lemoore and the Lemoore Police Sergeants Bargaining Unit (LPSBU) for the term of July 1, 2020 through June 30, 2021.

Subject/Discussion:
Labor negotiations with the LPSBU have been ongoing since February 2020. City negotiators have recently concluded the meet and confer process with representatives of the LPSBU. The LPSBU and the City have reached an agreement which modifies the Memorandum of Understanding (MOU) between the LPSBU and the City. Council authorization is required in order to implement the proposed amendments to the LPSBU MOU. A summary of the proposed significant terms will be orally reported.

Financial Consideration(s):
The MOU has minimal financial impact to the general fund.

Pros/Cons:
Pros:
- Terms are agreed to by the Union.
Cons:
  • None noted.

**Recommendation:**
Staff recommends approval of Memorandum of Understanding between the City of Lemoore and the Lemoore Police Sergeants Bargaining Unit.

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List: 119
Staff Report

Item No: 5-4

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager
Date: April 30, 2020   Meeting Date: May 5, 2020
Subject: Memorandum of Understanding with Police Professional Services Bargaining Unit (PPSBU) beginning July 1, 2020 through June 30, 2021

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

Proposed Motion:
Approve the Memorandum of Understanding between the City of Lemoore and the Police Professional Services Bargaining Unit (PPSBU) for the term of July 1, 2020 through June 30, 2021.

Subject/Discussion:
Labor negotiations with the PPSBU have been ongoing since February 2020. City negotiators have recently concluded the meet and confer process with representatives of the PPSBU. The PPSBU and the City have reached an agreement which modifies the Memorandum of Understanding (MOU) between the PPSBU and the City. Council authorization is required in order to implement the proposed amendments to the PPSBU MOU. A summary of the proposed significant terms will be orally reported.

Financial Consideration(s):
The MOU has minimal financial impact to the general fund.

Pros/Cons:
Pros:
• Terms are agreed to by the Union.
Cons:
- None noted.

**Recommendation:**
Staff recommends approval of Memorandum of Understanding between the City of Lemoore and the Lemoore Police Professional Services Bargaining Unit.

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Staff Report

Item No: 5-5

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager / Admin. Services Dir.
Date: April 30, 2020  Meeting Date: May 5, 2020
Subject: Resolution 2020-15 – Approving Changes in Benefits for the Unrepresented Employees of the City

Strategic Initiative:

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

Proposed Motion:
Adopt Resolution 2020-15, approving changes in benefits for Unrepresented Employees of the City.

Subject/Discussion:
The City and the various bargaining groups have recently completed negotiations of new Memorandum of Understanding (MOU) for the represented employees of the City. The City Manager recommends that similar benefits are provided to the unrepresented employees of the City for Fiscal Year 2021 (July 1, 2020 through June 30 2021).

A summary of the changes in benefits recommended are:

- Three additional floating holidays (24 hours) for FY21.
- Overtime calculations to be based on actual hours worked, vacation and compensatory time used during an 80 hour pay period.

Financial Consideration(s):
Resolution 2020-15 will have minimal impact to the general fund.
Pros/Cons:
Pros:  
- Consistent with the MOUs with the bargaining units.

Cons:  
- None noted.

Recommendation:
Staff recommends adopting Resolution 2020-15, Approving Changes in Benefits for the Unrepresented Employees of the City of Lemoore for Fiscal Year 2021.

Attachments:
- Resolution: 2020-15
- Review: Assistant City Manager 04/30/2020
- City Attorney 05/01/2020
- City Manager 05/01/2020
- City Clerk 05/01/2020
- Finance 05/01/2020
RESOLUTION NO. 2020-15

A RESOLUTION OF THE LEMOORE CITY COUNCIL APPROVING CHANGES IN THE BENEFITS FOR THE UNREPRESENTED EMPLOYEES OF THE CITY

WHEREAS, the City of Lemoore, through its City Manager proposes changes to the benefits of unrepresented employees of the City; and

WHEREAS, the City Council now desires to formally approve changes outlined in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lemoore as follows:

1. Three additional floating holidays (24 hours) for fiscal year 2020-2021 shall be provided to all unrepresented employees.

2. Overtime calculations for all unrepresented employees will be based on actual hours worked, vacation, and compensatory time used during an 80 hour pay period.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Lemoore held on the 5th day of May 2020 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:       APPROVED:

________________________   ________________________
Marisa Avalos      John Plourde
City Clerk      Mayor Pro Tem
Staff Report

To: Lemoore City Council
From: Marisa Avalos, City Clerk
Date: April 30, 2020  Meeting Date: May 5, 2020
Subject: Activity Update

| Strategic Initiative:                  | ☐ Safe & Vibrant Community | ☐ Growing & Dynamic Economy |
|                                      | ☐ Fiscally Sound Government | ☐ Operational Excellence    |
|                                      | ☐ Community & Neighborhood Livability | ☒ Not Applicable |

Reports

- Warrant Register – FY 19/20  April 16, 2020
- Warrant Register – FY 19/20  April 23, 2020
### Expenditure Transaction Analysis

**Selection Criteria:** `transact.yr='20'` and `transact.fund between '001' and '600'` and `transact.batch='VM041720'`

**Accounting Period:** 10/20

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**Total:**

| Health Insurance | .00 | 250.00 | .00 |

**Total:**

<p>| City Manager | .00 | 250.00 | .00 |</p>
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TOTAL FINANCE  

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### EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:** transact.yr='20' and transact.fund between '001' and '600' and transact.batch='VM041720'

**ACCOUNTING PERIOD:** 10/20

**FUND - 001 - GENERAL FUND**

**BUDGET UNIT - 4220 - MAINTENANCE DIVISION**

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**TOTAL** | PROFESSIONAL CONTRACT SVC | 346.55 | 0.00 | UNIFORMS |

| 4310S     | STREETS PROF CONT SERVICE |
| 10/20 | 04/16/20 | 21         | 66327     | AMERIPRIDE  | 20.33  | 0.00         | 2653          | UNIFORMS          |
| 10/20 | 04/16/20 | 21         | 66327     | AMERIPRIDE  | 20.33  | 0.00         | 2653          | UNIFORMS          |
| 10/20 | 04/16/20 | 21         | 66327     | AMERIPRIDE  | 20.33  | 0.00         | 2653          | UNIFORMS          |

**TOTAL** | STREETS PROF CONT SERVICE | 81.32 | 0.00 | UNIFORMS |

| 4340     | UTILITIES |
| 10/20 | 04/16/20 | 21         | 66366     | PG&E       | 6,769.32 | 0.00 | 03/02/2020-03/30/2020 |
|          | UTILITIES | .00       | 6,769.32 | .00         |

**TOTAL** | MAINTENANCE DIVISION | 7,197.19 | 0.00 |
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TOTAL  FIRE 0.00 399.21 0.00
**SELECTION CRITERIA:** transact.yr='20' and transact.fund between '001' and '600' and transact.batch='VM041720'

**ACCOUNTING PERIOD:** 10/20

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

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**TOTAL **BUILDING INSPECTION

|             |    |               |           |                   | .00    | 125.00       | .00           |                        |

**RUN DATE 04/23/2020 TIME 11:49:23**
## EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:** `transact.yr='20'` and `transact.fund between '001' and '600'` and `transact.batch='VM041720'`

**ACCOUNTING PERIOD:** 10/20

### FUND - 001 - GENERAL FUND

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**Accounting Period:** 10/20

### Fund - 001 - General Fund

**Budget Unit:** 4231 - Streets

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### BUDGET UNIT - 4241 - PARKS

**ACCOUNTING PERIOD: 10/20**

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

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 run date 04/23/2020 time 11:49:23
SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '600' and transact.batch='VM041720'
ACCOUNTING PERIOD: 10/20

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

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TOTAL  HUMAN RESOURCES .00  4,879.00 -4,879.00

TOTAL  GENERAL FUND .00  41,145.55 -28,255.62
### EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:**
- `transact.yr='20'` and `transact.fund between '001' and '600'` and `transact.batch='VM041720'`

**ACCOUNTING PERIOD:** 10/20

**FUND - 040 - FLEET MAINTENANCE**

**BUDGET UNIT - 4265 - FLEET MAINTENANCE**

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

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**TOTAL COST OF REVENUE-KITCHEN**

| 10/20 04/16/20 21 | 66372 | T1885  | TOM RINGER | 1,219.80 | .00 | WORKMANS COMP                     |
| 10/20 04/16/20 21 | 66372 | T1885  | TOM RINGER | 57.96 | .00 | AFLAC                             |
| 10/20 04/16/20 21 | 66372 | T1885  | TOM RINGER | 57.96 | .00 | AFLAC                             |

**TOTAL STAFFING/TOM RINGER**

| 10/20 04/16/20 21 | 66372 | T1885  | TOM RINGER | 20.00 | .00 | DEPT. OF AG                        |
| 10/20 04/16/20 21 | 66372 | T1885  | TOM RINGER | 20.00 | .00 | DEPT. OF AG                        |

**TOTAL MEETINGS & DUES**

| 10/20 04/16/20 21 | 66372 | 0363  | PG&E | 879.25 | .00 | 02/28/2020-03/29/2020             |
| 10/20 04/16/20 21 | 66366 | 0363  | PG&E | 879.25 | .00 | 02/28/2020-03/29/2020             |

**TOTAL UTILITIES**

| 10/20 04/16/20 21 | 66366 | 0363  | PG&E | 879.25 | .00 | 02/28/2020-03/29/2020             |
| 10/20 04/16/20 21 | 66366 | 0363  | PG&E | 879.25 | .00 | 02/28/2020-03/29/2020             |

**TOTAL GOLF COURSE-CITY**

| 00 04/16/20 21 | 66366 | 0363  | PG&E | 3,043.62 | .00 | 02/28/2020-03/29/2020             |

**TOTAL GOLF COURSE - CITY**

| 00 04/16/20 21 | 66366 | 0363  | PG&E | 3,043.62 | .00 | 02/28/2020-03/29/2020             |

**TOTAL GOLF COURSE - CITY**

| 00 04/16/20 21 | 66366 | 0363  | PG&E | 3,043.62 | .00 | 02/28/2020-03/29/2020             |
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### Notes
- The selection criteria for this analysis include transactions from the years 2018 and 2020 with fund numbers between 001 and 600 and batch VM041720.
- The analysis covers the operational expenses for water-related activities in Lemoore, including repairs, maintenance, and supplies.
- The expenditures are categorized into different budget units and accounts, such as health insurance, operating supplies, and professional contract services.
## EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:** `transact.yr='20' and transact.fund between '001' and '600' and transact.batch='VM041720'`

**ACCOUNTING PERIOD:** 10/20

### FUND - 050 - WATER

#### BUDGET UNIT - 4250 - WATER

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**TOTAL**

**PROFESSIONAL CONTRACT SVC**

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**REPAIR/MAINT SERVICES**

**TOTAL**

**WATER**

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**TOTAL**

**WATER**

### TOTAL

**WATER**

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**TOTAL**

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**TOTAL**

**WATER**

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**WATER**

**TOTAL**

**WATER**
ACCOUNTING PERIOD: 10/20

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TOTAL: REPAIR/MAINT SUPPLIES $.00 4,874.55 -4,777.89 |
TOTAL: PROFESSIONAL CONTRACT SVC $.00 1,162.00 -759.20 |
TOTAL: PRINTING & PUBLICATIONS $.00 795.43 -795.43 FREE CLEAN UP COUPON |
TOTAL: REFUSE $.00 6,956.98 -6,332.52 |
TOTAL: REFUSE $.00 6,956.98 -6,332.52 |
### EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:** transact.yr='20' and transact.fund between '001' and '600' and transact.batch='VM041720'

**ACCOUNTING PERIOD:** 10/20

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Run Date 04/23/2020 Time 11:49:23

PEI - FUND ACCOUNTING
## Expenditure Transaction Analysis

**Selection Criteria:**
- `transact.yr='20'` and 
- `transact.fund between '001' and '600'` and 
- `transact.batch='VM041720'`

**Accounting Period:** 10/20

### Fund - 090 - Trust & Agency

**Budget Unit:** 4295 - Trust & Agency

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- Budget: 79,602.75
- Expenditures: 79,602.75
- Encumbrances: .00

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- Expenditures: 17,800.97
- Encumbrances: .00

**Total Trust & Agency:**
- Budget: 97,403.72
- Expenditures: 97,403.72
- Encumbrances: .00
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ACCOUNTING PERIOD: 10/20

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TOTAL PROFESSIONAL CONTRACT SVC       .00                   45.24         -45.24 PFMD ZONE1
TOTAL PFMD ZONE 1                      .00                   45.24         -45.24
TOTAL PFMD ZONE 1                      .00                   45.24         -45.24
## EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:** transact.yr='20' and transact.fund between '001' and '600' and transact.batch='VM041720'

**ACCOUNTING PERIOD:** 10/20

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**TOTAL**

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| TOTAL        | PROFESSIONAL CONTRACT SVC | .00 | 1,861.06 | -1,861.06 |
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**FUND - 253 - PFMD ZONE 3**
**BUDGET UNIT - 4873 - PFMD ZONE 3**

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**TOTAL**

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TOTAL PFMD ZONE 5 19.61 -19.61

TOTAL PFMD ZONE 5 19.61 -19.61
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TOTAL 3876A CBSASRF SB1473 ADMIN: .00

TOTAL REPORT: .00
**SELECTION CRITERIA:** transact.yr='20' and transact.fund between '001' and '600' and transact.batch='RDA41720'

**ACCOUNTING PERIOD:** 10/20

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## EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:** transact.yr='20' and transact.key_orgn between '001' and '600' and transact.batch='VM042720'

**ACCOUNTING PERIOD:** 10/20

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**TOTAL MAINTENANCE DIVISION**

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**TOTAL**

| TOTAL | MAINTENANCE DIVISION | 6,413.64 | -5,364.07 |
### EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:** transact.yr='20' and transact.key_orgn between '001' and '600' and transact.batch='VM042720'

**ACCOUNTING PERIOD:** 10/20

### FUND - 001 - GENERAL FUND

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**TOTAL** FUND ACCOUNTING 160
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BUDGET UNIT - 4222 - FIRE

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**EXPENDITURE TRANSACTION ANALYSIS**

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**ACCOUNTING PERIOD:** 10/20

**FUND - 001 - GENERAL FUND**

**BUDGET UNIT - 4224 - BUILDING INSPECTION**

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**RUN DATE 04/23/2020 TIME 11:55:51**
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TOTAL PUBLIC WORKS                   
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RUN DATE 04/23/2020 TIME 11:55:51
EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.key_orgn between '001' and '600' and transact.batch='VM042720'
ACCOUNTING PERIOD: 10/20

FUND - 001 - GENERAL FUND
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ACCOUNTING PERIOD: 10/20

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**ACCOUNTING PERIOD:** 10/20

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

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**PEI - FUND ACCOUNTING**
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**Budget Unit - 4265 - Fleet Maintenance**

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**BUDGET UNIT - 4245 - GOLF COURSE-CITY**

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**TOTAL GOLF COURSE-CITY**
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### EXPENDITURE TRANSACTION ANALYSIS

**ACCOUNT DATE:** 10/20  
**T/C ENCUMBRANCE:**  
**REFERENCE:**  
**VENDOR:**  
**BUDGET:**  
**EXPENDITURES:**  
**ENCUMBRANCES:**  

#### OPERATING SUPPLIES

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**TOTAL OPERATING SUPPLIES**: .00  
**EXPENDITURES**: 470.25  
**ENCUMBRANCES**: -254.96

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#### CHLORINE OPERATING SUPPLY

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**EXPENDITURES**: -2,791.48

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**EXPENDITURES**: 33.74

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### Budget Unit - 4250 - Water

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**Selection Criteria:** transact.yr='20' and transact.key_orgn between '001' and '600' and transact.batch='VM042720'

**Accounting Period:** 10/20

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**Run Date:** 04/23/2020  **Time:** 11:55:51
**Selection Criteria:** transact.yr='20' and transact.key_orgn between '001' and '600' and transact.batch='VM042720'

**Accounting Period:** 10/20

**Fund - 056 - Refuse**

**Budget Unit - 4256 - Refuse**

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**Total**

| Refuse | OPERATING SUPPLIES | 7,986.68 | -7,986.68 |
| Refuse | PROFESSIONAL CONTRACT SVC | 106,788.53 | -106,638.53 |
| Refuse | UTILITIES | 379.79 | .00 |

**Total Refuse**

| .00 | 115,155.00 | -114,625.21 |

**Total Refuse**

| .00 | 115,155.00 | -114,625.21 |
## EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:** transact.yr='20' and transact.key_orgn between '001' and '600' and transact.batch='VM042720'

**ACCOUNTING PERIOD:** 10/20

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

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### CHLORINE OPERATING SUPPLY
**BUDGET UNIT - 4220CH - CHLORINE OPERATING SUPPLY**

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### REPAIR/MAINT SUPPLIES
**BUDGET UNIT - 4340 - UTILITIES**

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### TOTAL SEWER & STORM WTR DRAINAGE

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**Run Date:** 04/23/2020 **Time:** 11:55:51

**PEI - FUND ACCOUNTING**
**SELECTION CRITERIA:** transact.yr='20' and transact.key_orgn between '001' and '600' and transact.batch='VM042720'

**ACCOUNTING PERIOD:** 10/20

**FUND - 065 - STREETS CAP - EAST**

**BUDGET UNIT - 5004 - 80 ACRES INFRASTRUCTURE**

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**TOTAL**

- **PROFESSIONAL CONTRACT SVC**
  - BUDGET: 19,342.50
  - ENCUMBRANCES: -19,342.50

- **80 ACRES INFRASTRUCTURE**
  - BUDGET: 19,342.50
  - ENCUMBRANCES: -19,342.50

- **STREETS CAP - EAST**
  - BUDGET: 19,342.50
  - ENCUMBRANCES: -19,342.50
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**TOTAL**       |                          |           |                         |          |              |              | TTHM PROJECT                  |

**TOTAL**       |                          |           |                         |          | 2,443,549.23 | -2,443,549.23 | 2016 BOND FUND                |

**TOTAL**       |                          |           |                         |          | 2,443,549.23 | -2,443,549.23 | 2016 BOND FUND                |
SELECTION CRITERIA: transact.yr='20' and transact.key_orgn between '001' and '600' and transact.batch='VM042720'
ACCOUNTING PERIOD: 10/20

FUND - 401 - PUBLIC SAFETY DISPATCH
BUDGET UNIT - 5712A - REGIONAL DISPATCH CENTER

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RUN DATE 04/23/2020 TIME 11:55:51
FUND - 001 - GENERAL FUND

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## General Ledger Transaction Analysis

**Selection Criteria:**
- Account `acct` between '2000' and '2999'
- Transaction `yr` = '20'
- Transaction `batch` = 'VM042720'

**Accounting Period:** 10/20

**Fund - 090 - Trust & Agency**

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Staff Report

Item No: SS-1

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager / Administrative Services Dir.
Date: April 30, 2020  Meeting Date: May 5, 2020
Subject: COVID-19 Update and Financial Impact

Strategic Initiative:

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

Proposed Motion:
Information Only.

Subject/Discussion:
Assistant City Manager Speer will be providing City Council with a COVID-19 update and the financial impacts.

Financial Consideration(s):
COVID-19 will cause significant financial impacts for the City.

Pros/Cons:
Pros:

• Provides Council with an update on the effects of COVID-19 on the City of Lemoore.

Cons:

• None Noted.

Recommendation:
Information Only.
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<th>Attachments:</th>
<th>Review:</th>
<th>Date:</th>
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<td>☒ City Attorney</td>
<td>05/01/2020</td>
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List: 183