

LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL  
COUNCIL CHAMBER  
429 C STREET  
October 6, 2020

### AGENDA

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

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#### 5:30 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 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
2. Conference with Real Property Negotiators  
Government Code Section 54956.8  
Property: APN: 024-052-076, 004-090-003, 004-080-015 (19 acres and North Well Field)  
Agency Negotiator: Nathan Olson, City Manager  
Negotiating Parties: Peoples Farming, LLC  
Under Negotiation: Price and Terms
3. Conference with Real Property Negotiators  
Government Code Section 54956.8  
Property: APN: 024-051-030, 12 Acres  
Agency Negotiator: Nathan Olson, City Manager  
Negotiating Parties: FARM Lemoore, LLC  
Under Negotiation: Price and Terms
4. Conference with Real Property Negotiators  
Government Code Section 54956.8  
Property: APNs: 024-080-068 and 024-080-070, (35 Acres)  
Agency Negotiator: Nathan Olson, City Manager  
Negotiating Parties: FARM Lemoore II, LLC  
Under Negotiation: Price and Terms
5. Conference with Real Property Negotiators  
Government Code Section 54956.8  
Property: 721 W. Cinnamon Drive, Lemoore  
Agency Negotiator: Nathan Olson, City Manager  
Negotiating Parties: Kings Community Action Organization (KCAO)  
Under Negotiation: Price and Terms

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

#### PUBLIC HEARINGS – Section 4

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

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

#### NEW BUSINESS – Section 5

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

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

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

- 6-1 City Council Reports / Requests

### ADJOURNMENT

### Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, October 20, 2020
- City Council Regular Meeting, Tuesday, November 3, 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 October 6, 2020 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on October 2, 2020.

Marisa Avalos, City Clerk

## **CITY OF LEMOORE**

### **ALL CITY COUNCIL REGULAR AND SPECIAL MEETINGS**

#### Attendance and Public Comment Changes Due to COVID-19

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

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

- Youtube: [www.Youtube.com/c/cityoflemoire](http://www.Youtube.com/c/cityoflemoire)

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@lemoire.com](mailto:cityclerk@lemoire.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.

## September 15, 2020 Minutes

### Lemoore City Council

### Study Session

#### CALL TO ORDER:

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

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

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Lerner; Public Works Director Rivera; Management Analyst Champion; City Clerk Avalos.

#### 6:30 p.m. STUDY SESSION

#### SS-1 Pavement Management System Update Report (Champion)

*Management Analyst Champion presented on the Pavement Management System Update Report which included:*

- *Value of Street Network*
  - *The City of Lemoore is responsible for the maintenance and repair of approximately 95.1 centerline miles of street.*
    - *Asset value is \$154 million*
- *Lemoore's PCI*
  - *71*
- *How much money is needed to bring streets to a state of good repair?*
  - *The resulting budget needs approximately \$54 million over the next ten years using an annual inflation rate of 3 percent.*
  - *The average PCI over the ten years would fluctuate between the high 70's and low 80's.*
  - *If left untreated the City of Lemoore's PCI would deteriorate to 48 by FY 2028-2029.*
- *Conclusions*
  - *Street network is significant public investment valued at approx. \$154 million*
  - *Streets are in "Very Good" Condition ( PCI=71)*
  - *Existing budget (\$1.5 million per year + \$150,000 increase each year) is not sufficient*
    - *Pavment will deteriorate to PCI 66 in 10 years*
    - *Deferred maintenance will grow to \$37 million*
    - *Additional funding from the General Fund will be necessary in order to maintain our PCI of 71.*

*Council adjourned at 6:44 p.m.*

**September 15, 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 (via telephone)  
Mayor Pro Tem: PLOURDE  
Council Members: LYONS, SCHALDE

City Staff and contract employees present: City Manager Olson; City Attorney Lerner; Police Chief Kendall; Public Works Director Rivera; Community Development Director Holwell; Management Analyst Champion; City Clerk Avalos;

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

*No agenda additions, and/or deletions.*

PUBLIC COMMENT

*No Public Comment.*

CEREMONIAL / PRESENTATION – Section 1

*No Ceremonies / Presentations.*

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

*Public Works Director Rivera provided an update to Council in regards to the two Water Treatment Plant projects. Both projects are moving forward on schedule. The intentions are to have Well 7 up and running by November and Well 11 by January. The City received an extension until June 2021 from the State Water Board.*

*City Manager Olson informed Council that Parks and Recreation has started an 'Adopt a Planter' program. More information can be found on the City website. Several people have already called to adopt planters. The City is partnering with non-profits and community organizations to host a Trunk or Treat event in the CMC parking lot. In addition, the City is hosting a Reverse Christmas parade that is COVID friendly. The intent is to have the floats on the side of the road and families will drive through the parade.*

CONSENT CALENDAR – Section 3

- 3-1 Approval – Minutes – Regular Meeting – September 1, 2020
- 3-2 Approval – Budget Amendment – Lacey Ranch Project – Environmental Impact Report (EIR) Review and Processing Fees
- 3-3 Approval – Purchase of BIO ENERGIZER from Probiotic Solutions
- 3-4 Approval – Resolution 2020-32 – Approving Application(s) for Per Capita Grant Funds
- 3-5 Approval – Budget Amendment and PG&E Contracts for the TTHM Project

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

*Ayes: Lyons, Schalde, Neal, Plourde*

PUBLIC HEARINGS – Section 4

No Public Hearings.

NEW BUSINESS – Section 5

5-1 Report and Recommendation – Approval of the Recommended City Position for the 2020 League of California Cities Annual Conference Resolution (Olson)

*Motion by Mayor Pro Tem Plourde, seconded by Council Member Lyons, for the City to abstain from voting on the 2020 League of California Cities Annual Conference Resolution.*

*Ayes: Plourde, Lyons*

*Noes: Schalde, Neal*

*Motion failed.*

*Motion by Council Member Schalde, seconded by Mayor Neal, to approve the recommended City Position in support of the 2020 League of California Cities Annual Conference Resolution.*

*Ayes: Schalde, Neal, Lyons*

*Noes: Plourde*

5-2 Discussion and Direction – Downtown Merchants' Association Committee (Holwell)

*Motion by Council Member Schalde, seconded by Mayor Neal to table this item until the October 20<sup>th</sup> meeting.*

*Ayes: Schalde, Neal, Lyons, Plourde*

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

*Council Member Lyons informed the public of the Census and asked everyone to be safe.*

*Council Member Schalde stated he wanted to go on records in regards to the Reverse Christmas Parade. He does not think the Reverse Parade is the answer. He asked if there is a possibility of extending the route to allow social distancing. He asked for consensus to bring the item back on the agenda. Consensus was received.*

*Mayor Neal inquired about the Trunk or Treat and asked how the City is advertising social distancing protocols.*

ADJOURNMENT

*At 8:17 p.m., Council adjourned.*

*Approved the 6<sup>th</sup> day of October 2020.*

APPROVED:

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Edward Neal, Mayor

ATTEST:

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Marisa Avalos, City Clerk



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

## Staff Report

**Item No: 3-2**

**To: Lemoore City Council**

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

**Date: September 24, 2020**

**Meeting Date: October 6, 2020**

**Subject: Award of Vine Street Bike Path and Pedestrian Facility Project**

**Strategic Initiative:**

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

**Proposed Motion:**

Award the Vine Street Bike Path and Pedestrian Facility Project to Cen-Cal Paving, Inc., in the amount of \$103,950, and allocate an additional 10% for project contingency and authorize the City Manager, or designee, to execute the agreement.

**Subject/Discussion:**

This project is to construct a pedestrian and bike path along Vine Street, which runs North to South on the West side of the Golf Course. Bids for the City's Vine Street Bike Path and Pedestrian Facility Project were opened on August 26, 2020. The lowest bid received was from Cen-Cal Paving, Inc., for the total bid amount of \$103,950. The Engineer's Estimate for the project is \$196,900.

Other bids received are as follows:

Bush Engineering, Inc.	\$126,179.00
JT2, Inc., dba Todd Companies	\$137,500.00
Avison Construction, Inc.	\$144,290.00
SealRite and Grading	\$164,570.00

**Financial Consideration(s):**

The majority of this project is funded with CMAQ allocations, which is a reimbursable grant of 88.53%, making the City's portion 11.47%. The City's portion will be paid out of Fund 033, which is our Local Transportation Fund. This project was budgeted at \$220,400 as CIP project 5015.

**Alternatives or Pros/Cons:**

Alternative:

Council may choose to reject the bid, essentially cancelling the project, which the City would forfeit its CMAQ funding.

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends Council award the Vine Street Pedestrian Project to Cen-Cal Paving, Inc., in the amount of \$103,950 and allocate an additional 10% for project contingency and authorize the City Manager, or his designee, to execute the agreement.

**Attachments:**

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

List: Recommendation Letter  
Summary of Bid Results

**Review:**

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

**Date:**

10/01/2020  
10/02/2020  
10/02/2020  
10/01/2020  
10/01/2020

September 11, 2020

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

Re: Vine Street Bike Path and Pedestrian Facility Project

Dear Mr. Olson:

Bids for the City's Vine Street Bike Path and Pedestrian Facility Project were opened on August 26, 2020. The lowest bid received was from Cen-Cal Paving, Inc., for the Total Bid amount of \$103,950.00. The Engineer's Estimate for the project is \$196,900.00.

Other bids received are as follows:

Bush Engineering, Inc.	\$126,179.00
JT2, Inc., dba Todd Companies	\$137,500.00
Avison Construction, Inc.	\$144,290.00
SealRite and Grading	\$164,570.00

Cen-Cal Paving, Inc. submitted a bid that was complete and in order. Their license and DIR registration are current.

It is recommended, pending sufficient funds, that the City Council award the contract to Cen-Cal Paving, Inc., for the Total Bid amount of \$103,950.00.

Sincerely,



Jeff Cowart, P.E.  
Project Engineer

Enclosures: Bid Proposal Summary

Cc: Frank Rivera, Public Works Director  
Amanda Champion, Management Analyst



City of Lemoore  
Vine Street Bike Path and Pedestrian Facility Project

NAME & ADDRESS OF BIDDER				Cen-Cal Paving, Inc. 19411 Granngeville Blvd. Lemoore, CA 93246		Bush Engineering, Inc. 518 N. Redington St. Hanford, CA 93230		JT2, Inc., dba Todd Companies PO Box 6820 Visalia, CA 93290		Avison Construction, Inc. 40434 Brickyard Dr. Madera, CA 93636		SealRite and Grading 4237 W. Swift Fresno, CA 93722		Engineer's Estimate	
Item	Approx Qty	Unit	Description	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$
1.	1	L.S.	Mobilization and Demobilization	5000	\$ 5,000.00	7000	\$ 7,000.00	8000	\$ 8,000.00	7000	\$ 7,000.00	16445.56	\$ 16,445.56	\$ 10,000.00	\$ 10,000.00
2.	1	L.S.	Prepare and Maintain Traffic and Pedestrian Control	5000	\$ 5,000.00	3000	\$ 3,000.00	800	\$ 800.00	1000	\$ 1,000.00	11500	\$ 11,500.00	\$ 5,000.00	\$ 5,000.00
3.	1	L.S.	Clearing, Grubbing & Demolition	9000	\$ 9,000.00	6200	\$ 6,200.00	21000	\$ 21,000.00	10000	\$ 10,000.00	23179.95	\$ 23,179.95	\$ 7,000.00	\$ 7,000.00
4.	3	E.A.	Remove Existing Trees and Roots	1650	\$ 4,950.00	1200	\$ 3,600.00	1000	\$ 3,000.00	2200	\$ 6,600.00	2300	\$ 6,900.00	\$ 5,000.00	\$ 15,000.00
5.	1	L.S.	Earthwork and Grading	26000	\$ 26,000.00	35000	\$ 35,000.00	35490	\$ 35,490.00	25500	\$ 25,500.00	37843.74	\$ 37,843.74	\$ 15,000.00	\$ 15,000.00
6.	400	C.Y.	Furnish and Install Class II Aggregate Base	40	\$ 16,000.00	71	\$ 28,400.00	55	\$ 22,000.00	110	\$ 44,000.00	52.71	\$ 21,084.00	\$ 150.00	\$ 60,000.00
7.	260	TONS	Furnish and Place Hot Mix Asphalt (Type B)	100	\$ 26,000.00	115	\$ 29,900.00	126	\$ 32,760.00	144	\$ 37,440.00	115.8	\$ 30,108.00	\$ 200.00	\$ 52,000.00
8.	1,250	S.F.	Furnish and Construct Concrete Path to Green Lane	6	\$ 7,500.00	7.5	\$ 9,375.00	7	\$ 8,750.00	7	\$ 8,750.00	10.35	\$ 12,937.50	\$ 8.00	\$ 10,000.00
9.	1	L.S.	Signing, Striping and Markings for Path	4500	\$ 4,500.00	3704	\$ 3,704.00	5700	\$ 5,700.00	4000	\$ 4,000.00	4571.25	\$ 4,571.25	\$ 5,000.00	\$ 5,000.00
		10%	Contingencies												\$ 17,900.00
TOTAL BID					\$ 103,950.00		\$ 126,179.00		\$137,500.00		\$144,290.00		\$ 164,570.00		\$ 196,900.00

**BID PROPOSAL TO THE  
CITY COUNCIL  
CITY OF LEMOORE  
KINGS COUNTY, CALIFORNIA  
FOR  
VINE STREET BIKE PATH AND PEDESTRIAN FACILITY PROJECT  
CML - 5115 (036)**

BID OF Cen- Cal Paving, Inc. Type text here (hereinafter called "Bidder")  
organized and existing under the laws of the State of California, doing business as  
A Corporation.\*

\* Insert "a corporation," "a partnership," or "an individual" as applicable.

TO: The City Council, City of Lemoore  
(Hereinafter called "City")

The undersigned, as bidder, declares that he has carefully examined the location of the proposed work, that he has thoroughly examined all the Contract Documents and Plans, and that this bid is made without collusion with any other person, firm, or corporation, and that all laws and ordinances relating to the interest of public officers in the contract have been complied with in every respect; AND he proposes and agrees, if this bid is accepted, that he will contract with the City in the form of contract contained herein to provide all necessary machinery, tools, equipment, and other means of construction, and to furnish all materials and provide superintendence, overhead expenses, and all labor and expenses of whatever nature to construct the work in accordance with the Plans and the detailed Specifications and other contract provisions contained herein or reasonably implied thereby, or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the Engineer, and to indemnify the City against any loss or damage arising from any act of the undersigned as Contractor and that he will take as full payment therefore the sum stated below.

Bidder hereby agrees to commence work under this contract on or before the date specified in the written *Notice to Proceed* from the City, and to fully complete the project within the time allotted in the Special Provisions. Bidder further agrees to forfeit and pay the City for each calendar day of delay in the completion of the project as provided for in the Special Provisions.

The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of bids, and the City of Lemoore does not, expressly or by implication, warrant that the given quantities of work will be performed but reserves the right to increase or decrease the amounts of any portion of the work, or to omit portions of the work as may deemed necessary or advisable by the Engineer, without claim for damage or loss of anticipated profit. The undersigned understands that payment will be made only on the basis of the actual quantities or work performed.

This Bid Proposal Form consists of the following:

- a. Bid Form showing unit prices and the amount bid for each item of work.
- b. Bidder's List of Subcontractors.
- c. Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1
- d. Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2
- e. Major Materials Suppliers Information.
- f. Equal Employment Opportunity Certificate.
- g. Public Contract Code Section 10285.1 Statement.
- h. Public Contract Code Section 10162 Statement.
- i. Public Contract Code Section 10232 Statement.
- j. Debarment and Suspension Certification
- k. Nonlobbying Certification for Federal-Aid Contracts
- l. Exhibit 10-Q, Disclosure of Lobbying Activities
- m. Exhibit 15-G, Construction Contract DBE Commitment
- n. Exhibit 15-H, Proposer/Contractor Good Faith Efforts
- o. Noncollusion Affidavit.
- p. Drug-free Workplace Certification.
- q. Information required of bidders.
- r. Completed Statement of Licensure.
- s. Certification of compliance of State Labor Code 3700.
- t. Bid Certification Page.
- u. Bid security in the amount of ten percent (10%) of the total amount bid in accordance with the stated requirements contained in the General Conditions.

Bidder's failure to properly complete the entire Bid Proposal Form may result in the bid being considered nonresponsive.

## B I D FORM

### 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:

### VINE STREET BIKE PATH AND PEDESTRIAN FACILITY PROJECT CML - 5115 (036)

ITEM	QUANTITY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
1.	1	L.S.	*Mobilization and Demobilization including bonds, permits, licenses, fees required to perform the work, complete @ _____ FIVE THOUSAND AND 00/100 _____ Dollars Per Lump Sum Amount.	\$ 5,000.00 /L.S.	\$ 5,000.00 _____.
2.	1	L.S.	Prepare and Maintain Traffic and Pedestrian Control @ _____ FIVE THOUSAND AND 00/100 _____ Dollars Per Lump Sum Amount.	\$ 5,000.00 /L.S.	\$ 5,000.00 _____.
3.	1	L.S.	Cleaning, Grubbing, and Demolition @ NINE THOUSAND AND 00/100 _____ Dollars Per Lump Sum Amount.	\$ 9,000.00 /L.S.	\$ 9,000.00 _____.
4.	3	EA.	Remove Existing Trees and Roots @ _____ ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 Dollars Per Each.	\$ 1,650.00 /EA.	\$ 4,950.00 _____.
5.	1	L.S.	Earthwork and Grading.@ _____ TWENTY SIX THOUSAND AND 00/100 _____ Dollars Per Lump Sum Amount.	\$ 26,000.00 /L.S.	\$ 26,000.00 _____.
6.	400	C.Y.	Furnish and Install Class II Aggregate Base @ _____ FOURTY AND 00/100 _____ Dollars per Cubic Yard.	\$ 40.00 /C.Y.	\$ 16,000.00 _____.
7.	260	TON	Furnish and Install Hot Mix Asphalt (Type B) @ _____ _____ Dollars Per Ton.	\$100.00 /TON	\$ 26,000.00 _____.
8.	1,250	S.F.	Furnish and Construct Concrete Path to Green Lane @ _____ SIX DOLLARS AND 50/100 _____ Dollars Per Square Foot.	\$ 6.00 /S.F.	\$ 7,500.00 _____.

ITEM	QUANTITY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
9.	1	L.S.	Signing, Striping and Markings for Path @ FOUR THOUSAND FIVE HUNDRED AND 00/100Dollars Per Lump Sum Amount.	\$ 4,500.00 /L.S.	\$ 4,500.00
<b>TOTAL BID AMOUNT</b>				<b>\$ 103,950.00</b>	

Amount of Total Bid is ONE HUNDRED THREE THOUSAND  
NINE HUNDRED FIFTY Dollars and ZERO 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.

**\*Mobilization Lump Sum Item No. 1 shall not exceed 6% of Total Bid.**



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 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:

Cen-Cal Paving, Inc. 19411 Grangeville Blvd, Lemoore CA 93245

Bidder's Public Liability and Property Damage Insurance is placed with:

NIP Commercial

Bidder's Workers' Compensation Insurance is placed with:

ICW Group

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.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

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 : Kyle Evans

Title: President and CEO

Name of Company as Licensed: Cen-Cal Paving, Inc.

Business Address: 19411 Grangeville Blvd Lemoore

Telephone Number: 559.924.1900

California Contractor License No.: 885013

Class and Expiration Date: A & C12 Exp: 09/30/2020

State of Incorporation, if Applicable: California

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

Dated: August 26, 2020

Signed:  Cer-cal Paving, Inc.

## BIDDER'S LIST OF 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:

[illegible]

**(ATTACH ADDITIONAL SHEETS IF NECESSARY)**

Note: The Bidder's List of Subcontractors is part of the Bid Proposal Form. Signing the Bid Certification Page shall also constitute signature of this form.



Local Assistance Procedures Manual

Exhibit 12-B Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Federal Project Number: \_\_\_\_\_

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: _____							<input type="checkbox"/> <\$1 million
City, State: _____							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Local Assistance Procedures Manual

Exhibit 12-B Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Federal Project Number: \_\_\_\_\_

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: _____							<input type="checkbox"/> <\$1 million
City, State: _____							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: _____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

## 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.

	<b>Equipment/Material</b>	<b>Manufacturer or Supplier</b>
1.	Hot Mix Asphalt Concrete	<u>Sierra Pacific Materials</u>
2.	Class II Aggregate Base	<u>Stoney's Sand &amp; Gravel LLC</u>
3.	Concrete	<u>South Valley Materials</u>

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.

Note: The Major Material Suppliers Information is part of the Bid Proposal Form. Signing the Bid Certification Page shall also constitute signature of this form.



*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID  
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF  
THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)*

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder Cen- Cal Paving, Inc., proposed subcontractor \_\_\_\_\_, 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.

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## **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 X 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 Proposal Form. Signing the Bid Certification Page shall also constitute signature of this Statement.

---

### **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 X

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 is part of the Bid Proposal Form. Signing the Bid Certification Page shall also constitute signature of this Statement.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____												
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known													
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____													
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>													
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI)													
(attach Continuation Sheet(s) if necessary)														
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <table style="border: none;"><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td>a. retainer</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td>b. one-time fee</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td>c. commission</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td>d. contingent fee</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td>e. deferred</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td>f. other, specify _____</td></tr></table>			a. retainer		b. one-time fee		c. commission		d. contingent fee		e. deferred		f. other, specify _____
	a. retainer													
	b. one-time fee													
	c. commission													
	d. contingent fee													
	e. deferred													
	f. other, specify _____													
<b>13. Form of Payment (check all that apply):</b> <table style="border: none;"><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td>a. cash</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td>b. in-kind; specify: nature _____ Value _____</td></tr></table>		a. cash		b. in-kind; specify: nature _____ Value _____										
	a. cash													
	b. in-kind; specify: nature _____ Value _____													
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</b>  (attach Continuation Sheet(s) if necessary)														
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>														
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>														
<div style="display: flex; justify-content: space-between;"><div>Signature: _____</div><div>Print Name: _____</div></div> <div style="display: flex; justify-content: space-between;"><div>Title: _____</div><div>Telephone No.: _____ Date: _____</div></div> <div style="text-align: right; margin-top: 10px;">Authorized for Local Reproduction Standard Form - LLL</div>														
<b>Federal Use Only:</b>														

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

## INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

# EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Lemoore 2. Contract DBE Goal: 8%  
 3. Project Description: Bike Path & Pedestrian Facility Project  
 4. Project Location: Vine Street Lemoore CA 93245  
 5. Bidder's Name: Cen-Cal Paving, Inc. 6. Prime Certified DBE: ☒ 7. Bid Amount: 103,950.00  
 8. Total Dollar Amount for ALL Subcontractors: 4,500.00 9. Total Number of ALL Subcontractors: 1

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
1-8	Prime Contractor - Self Perform All Items listed #1-#8	47192	Cen- Cal Paving, Inc. 559.924.1900 info@cencalpaving.com	99,450.00
Local Agency to Complete this Section upon Execution of Award			15. TOTAL CLAIMED DBE PARTICIPATION	\$ 99,450.00
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				95.67 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.  16. Preparer's Signature _____ 17. Date _____ Kyle Evans _____ 559.924.1900 18. Preparer's Name _____ 19. Phone _____ President and CEO _____ 20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.  
 3. Include additional copy with award package.



**INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**  
**CONTRACTOR SECTION**

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

**LOCAL AGENCY SECTION**

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Award Amount** – Enter the contract award amount as stated in the executed contract.
26. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
30. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

## EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date           N/A           PE/CE

Federal-aid Project No(s). CML - 5115 (036) Bid Opening Date                                  CON

The City of Lemoore established a Disadvantaged Business Enterprise (DBE) goal of **8%** for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

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Name of Agency/Organization	Method/Date of Contact	Results

[illegible]

## 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:

I am the President of Cen Cal Paving Inc, 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 08/26/2020, at Lemoore, CA.

08/26/2020 at Lemoore CA

Name (Print) Kyle Evans Cen Cal Paving, Inc

Title: President and CEO



## 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.

Cen- Cal Paving, Inc.

Name of Contractor

  
Signature

Cen-Cal Paving, Inc.

Kyle Evans • President • CEO

Print Name

August 26, 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: 14 years

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

Kyle Evans • President • CEO

Ashley Evans • Secretary

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

Date of Inspection: August 25, 2020

(4) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: The Ohio Casualty Insurance Company • 175 Berkley Street • Boston, MA 02116

Surety Agent: Carl Nelson Insurance • 1519 N 11th Avenue • Hanford CA 93230 • 559.584.4495

(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: City of Lemoore Well # 7 Improvement

Contract Price: 73,601.48

Name, address and telephone number of owner: City of Lemoore 119 Fox Street Lemoore CA 559.924.6735

Name and telephone number of Contact Person: Alex Homan with Spiess Const 805.478.9096 or Frank Riveira  
with the City of Lemoore 559.924.6735

Project: Westlands Water District

Contract Price: 237,834.92

Name, address and telephone number of owner: Westlands Water District 23050 W Mt Whitney Riverdale  
559.884.2523

Name and telephone number of Contact Person: Brian Logue 559.884.2523

Project: 2019-2020 City of Hanford Annual Contract  
Contract Price: 113,508.00  
Name, address and telephone number of owner: City of Hanford 900 South 10th Avenue Hanford 559.585.2555  
Name and telephone number of Contact Person: Russ Sterling 559.585.2555

Project: City of Lemoore 2016/2017 Street Improvements  
Contract Price: 417,652.80  
Name, address and telephone number of owner: City of Lemoore 119 Fox Street Lemoore CA 559.924.6735  
Name and telephone number of Contact Person: Frank Rivera 559.924.6735

Project: Jon Casey Construction, Inc  
Contract Price: 202,854.28  
Name, address and telephone number of owner: PO Box 548 Riverdale CA 93656  
Name and telephone number of Contact Person: Doug Spencer 559.352.6893

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.

Cen Cal Paving Inc

*Licensee*

885013 Exp 09/30/2020

*Contractor's License Number and Expiration Date*

A and C12

*License Classification*

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

 Cen Cal Paving, Inc.

If the bidder possesses a current City of Lemoore Business License at Bid Day, the bidder certifies its number is 8374, dated 12/30/2020.

**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: August 26, 2020

Cen Cal Paving Inc  
Contractor

By:

Kyle Evans



President and CEO

(Seal if Corporation)





## BID CERTIFICATION PAGE

Accompanying this bid is Bidder's Bond  
(NOTICE: INSERT THE WORDS "CASH(\$ \_\_\_\_\_)," "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, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

President: Kyle Evans

Secretary: Ashley Evans

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

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

License No. 885013 Classification(s) A and C12

### ADDENDA

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

#### Addendum 1

(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: August 26, 2020



President & CEO

Signature and Title of Bidder

Business Address 19411 Grangeville Blvd Lemoore CA 93245

Place of Business 19411 Grangeville Blvd Lemoore CA 93245

Place of Residence 9309 Highway 41 Lemoore CA 93245

# **ADDENDUM NUMBER ONE**

**FOR THE**

**CITY OF LEMOORE**

**VINE STREET BIKE PATH AND PEDESTRIAN FACILITY  
PROJECT  
CML - 5115 (036)**

**August 21, 2020**



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

200140

**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 Vine Street Bike Path and Pedestrian Facility Project CML - 5115 (036):

### REVISIONS TO SPECIFICATIONS

**Item 1 Bid Conditions – Notice Inviting Sealed Bids: Federal Davis-Bacon wage rates**

The attached Federal Davis-Bacon wage rates indicate last modification date of 8/14/2020, superseding previous modifications. This document is provided per the following instruction in the Bid Documents: *Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Contract Documents.* 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

August 21, 2020

Date

Accepted by: \_\_\_\_\_

Contractor (signature)

Date



## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that Cen-Cal Paving, Inc., as Principal, and  
The Ohio Casualty Insurance Company, as Surety, are hereby held and firmly  
bound UNTO THE City of Lemoore as Owner in the penal sum of ten percent of the total amount of the bid  
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.

The condition of the above obligation is such that whereas the Principal has submitted to the City  
of Lemoore a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in  
writing for the **VINE STREET BIKE PATH AND PEDESTRIAN FACILITY PROJECT** in  
the City of Lemoore for the City of Lemoore.

### NOW THEREFORE.

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of  
Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond  
for this faithful performance of said contract and for the payment of all persons performing labor or  
furnishing materials in connection therewith, and shall in all other respects perform the agreement  
created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall  
remain in force and effect; it being expressly understood and agreed that the liability of the Surety  
for any and all claims hereunder shall in no event exceed the penal amount of this obligation as  
stated herein.

The 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.



**BID BOND, PAGE TWO**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by corporate officers, the day and year first set forth below.



(Seal if Corporation)

Executed on August 25, 2020.

Cen-Cal Paving, Inc.

*Principal*

By:

Title:

CEO / RMO / PRESIDENT

(Attached Acknowledgement of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

The Ohio Casualty Insurance Company

(name and address of Surety)

175 Berkely Street

Boston, MA 02116

Carl Nelson Insurance Agency, Inc.

(name and address of Surety's agent for services and process in California, if different from above)

1519 N. 11th Ave.

Hanford, CA 93230

(559)584-4495

(telephone number of Surety's agent in California, if different from above)

(Attach Acknowledgement)

The Ohio Casualty Insurance Company

*Surety*

*Attorney-in-Fact* Todd P. Nelson

**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 Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8203682-985124**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stella M. Chavez; Denise M. Hanse; Jon H. Nelson; Mark B. Nelson; Todd P. Nelson

all of the city of Hanford state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of May, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 8th day of May, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of August, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## 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 August 25, 2020 before me, Stella M. Chavez "Notary Public"  
(insert name and title of the officer)

personally appeared Todd P. Nelson  
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

(Seal)



## **A G R E E M E N T**

**THIS AGREEMENT, entered into by and between** \_\_\_\_\_  
hereinafter referred to as “Contractor”, and the City of Lemoore, hereinafter referred to as “the City;”

### **WITNESSETH:**

WHEREAS, the City Council of said City has awarded a contract in the amount of \$ \_\_\_\_\_  
for performing the work hereinafter mentioned in accordance with the sealed bid of said Contractor.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

#### **A.     SCOPE OF WORK**

The Contractor shall perform all the work, and furnish all the labor, materials, equipment, and all utility and transportation services required to complete all of the work of construction and installation of the improvements at the time and in the manner provided in accordance with the Plans, Bid, Special Provisions, Contract Documents, and Specifications for the VINE STREET BIKE PATH AND PEDESTRIAN FACILITY 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 Form
4. Bid Conditions
5. General Conditions
6. Special Provision – Supplementary Conditions and Technical Specifications
7. Federal Contract Provisions
8. Performance Bond
9. Labor and Materials Bond
10. Certification of compliance with State Labor Code Section 3700
11. 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**

Contractor offers and agrees that it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C., Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the Contract.

**F. CHANGES**

Changes in this agreement or in the work to be done under this agreement shall be made as provided in the General Conditions.

**G. TERMINATION**

The City and Contractor may terminate this agreement as provided in the General Conditions.

***H. PREVAILING WAGES***

The project is a public work, the work shall be performed as a public work and pursuant to the General Conditions.

***I. TAXES AND LICENSES***

The Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of work pursuant to this agreement, and unemployment compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and representatives. Contractor agrees to obtain and renew an annual business license from City throughout the term of the agreement and pay the applicable annual business license fee to City in accordance with Lemoore Municipal Code Section 3-1A-1-3.

***J. INDEMNIFICATION AND INSURANCE***

The Contractor will defend, indemnify and hold harmless the City, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the City with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the City will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions.

***K. ATTORNEY'S FEES***

If either of the parties to this agreement brings any legal action or seeks arbitration regarding any provision of this agreement, the prevailing party in the litigation or arbitration shall be entitled to recover reasonable attorney's fees from the other party, in addition to any other relief that may be granted. This provision applies to the entire agreement.

***L. AMENDMENTS***

This agreement, and all corresponding attachments, constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the City's award of the agreement to Contractor, unless such agreement is expressly incorporated herein. The City makes no representations or warranties, express or implied, not specified in the Contract. The agreement is intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856. The terms of the agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

**M. WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**N. BINDING EFFECT**

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the City and their respective successors and assigns.

This agreement is made and executed in duplicate and either copy shall, for all purposes, be deemed an original.

IN WITNESS WHEREOF, The City of Lemoore has caused these presents to be executed by its officers thereunto duly authorized, and the Contractor has subscribed same.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*Contractor*

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 **VINE STREET BIKE PATH AND PEDESTRIAN FACILITY PROJECT** in the City of Lemoore for the City of Lemoore, and,

WHEREAS, said Principal is required under the terms of said contract to provide a bond for the faithful performance of said contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and will truly keep and perform the covenants, conditions and agreements in said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time of the contract and during a one-year warranty period and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of time within which the City may accept such bid; and said Surety does hereby waive notice of any such extension.



**PERFORMANCE BOND, PAGE TWO**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by corporate officers, to three (3) identical counterparts, each of which shall for all purposes be deemed an original thereof, the day and year first set forth below.

Executed on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Principal*

*(Seal if Corporation)*

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

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

*(Attach Acknowledgement of Authorized Representative of Principal)*

Any claims under this bond may be addressed to:

\_\_\_\_\_

(name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(name and address of Surety's agent for services and process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

(telephone number of Surety's agent in California, if different from above)

*(Attach Acknowledgement)*

\_\_\_\_\_  
*Surety*

\_\_\_\_\_  
*Attorney-in-Fact*

<b>NOTICE:</b> No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service and process in California. Certified copy of Power of Attorney must be attached.
---

**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 **VINE STREET BIKE PATH AND PEDESTRIAN  
FACILITY PROJECT** in the City of Lemoore for the City of Lemoore, and,

WHEREAS, said Principal is required under the terms of said contract to provide a bond for the faithful  
performance of said contract.

NOW THEREFORE, the condition of this obligation is such, that if the above-bonded Principal and all  
subcontractors to whom any portion of the work provided for in said contract is sublet, his or its heirs,  
executors, administrators, successors, or assigns, shall promptly make payment for all labor performed and  
services rendered and materials furnished in the performance of the work provided for in said contract, then  
the above obligation shall be null and void; otherwise to remain in full force and virtue. PROVIDED,  
however, that this bond is subject to the following conditions and limitations:

- a. All persons who have performed labor or rendered services or furnished materials as aforesaid shall  
have a direct right of action against the Principal and Surety on this bond, which right of action  
shall be asserted in proceedings instituted in the State in which labor was performed or services  
rendered or materials furnished (or where labor has been performed or services rendered or  
materials furnished in more than one state, then in any such state). Insofar as permitted by the laws  
of such state, such right of action shall be asserted in a proceeding instituted in the name of the  
Obligee to the use and benefit of the person instituting such action and of all other persons having  
claims hereunder, and any other person having a claim hereunder shall have the right to be made a  
part of such proceedings (but not later than six months and ninety days after the complete  
performance of said contract and final settlement thereof) and to have such claim adjudicated in  
said action and judgment rendered thereon.
- b. The Surety shall not be liable hereunder for any damages recoverable under any worker's  
compensation or employer's liability statute.
- c. In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to  
any suit, action, or proceeding thereof, and the alteration or addition to the terms of the contract, or  
to the work to be performed there under or the Specifications accompanying the same shall not in  
any way affect its obligations of this bond, and it does hereby waive notice of any such change,  
extension of time, alteration, or addition to the terms of the contract, or the work or the  
Specifications.

LABOR AND MATERIALS BOND, PAGE TWO

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by corporate officers, to three (3) identical counterparts, each of which shall for all purposes be deemed an original thereof, the day and year first set forth below.

Executed on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Principal*

*(Seal if Corporation)*

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

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

*(Attach Acknowledgement of Authorized Representative of Principal)*

Any claims under this bond may be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
(name and address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
(name and address of Surety's agent for services and process in California, if different from above)

\_\_\_\_\_  
(telephone number of Surety's agent in California, if different from above)

*(Attach Acknowledgement)*

\_\_\_\_\_  
*Surety*

\_\_\_\_\_  
*Attorney-in-Fact*

<p><b>NOTICE:</b> No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service and process in California. Certified copy of Power of Attorney must be attached.</p>
--

Only this Certificate  
of Insurance Form  
will be Accepted

Insured \_\_\_\_\_

Address \_\_\_\_\_

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRATION DATE
°WORKERS COMPENSATION  _____ (Insurer)  Best's Rating_____	Employers Liability  \$ _____		
°GENERAL LIABILITY  Check Policy Type:  <input type="checkbox"/> Comprehensive Or <input type="checkbox"/> Commercial  Check Coverage Type:  <input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence"  _____ (Insurer)  Best's Rating_____	Comprehensive General Liability  Each Occurrence \$ _____  Aggregate \$ _____ _____ Commercial General Liability  Each Occurrence \$ _____  General Aggregate, either: per project/location \$ _____ -or- twice occurrence limit \$ _____ _____		
°BUSINESS AUTO POLICY  Liability Coverage Symbol _____  _____ (Insurer)  Best's Rating_____	Each Person \$ _____  Each Accident \$ _____  Each Accident, Property Damage\$ _____ -or- Combine Single Limit \$ _____		
°UMBRELLA LIABILITY Check Coverage Type:  <input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence"  _____ (Insurer)  Best's Rating_____	Occurrence/Aggregate  \$ _____  Self-Insured Retention  \$ _____		

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THE FOLLOWING ARE IN EFFECT:	Yes	NO
The City, the Engineer, their officials, officers, employees, and volunteers are named on all liability policies described above as Insured as respect: (a) activities performed for the City by or on behalf of the named Insured, (b) products and completed operations of the Named Insured, and (c) any premises owned, leased, or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage of limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A,B and C		
Broad Form Property Damage		
X, C, U Hazards Included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the City, the Engineer, their officials, officers employees, and volunteers as Insured applies primary and not excess or contributing to any insurance issued in the name of the City.		
Waiver of Subrogation from Worker's Compensation insurer.		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, condition, of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

<i>Insurance Agency or Brokerage</i>	<i>Insurance Company</i>
<i>Address</i>	<i>Home Office</i>
<i>City                      State                      Zip</i>	<i>Authorized Signature                      Date</i>
<i>Name of Person to be contacted</i>	<p>Note: Authorized signature may be agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.</p>
<i>Telephone</i>	









## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description:

### **VINE STREET BIKE PATH AND PEDESTRIAN FACILITY PROJECT CML - 5115 (036)**

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:

### **VINE STREET BIKE PATH AND PEDESTRIAN FACILITY PROJECT CML - 5115 (036)**

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 \_\_\_\_\_

### **VINE STREET BIKE PATH AND PEDESTRIAN FACILITY PROJECT CML - 5115 (036)**

#### **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 (    ) \_\_\_\_\_



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

## Staff Report

**Item No: 3-3**

**To: Lemoore City Council**

**From: Nathan Olson, City Manager**

**Date: September 30, 2020**

**Meeting Date: October 6, 2020**

**Subject: Facilities Lease Agreement between the City of Lemoore and the Kings Community Action Organization (KCAO)**

### **Strategic Initiative:**

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

### **Proposed Motion:**

Approve a Facilities Lease Agreement between the City of Lemoore and KCAO in the form attached as Exhibit "A."

### **Subject/Discussion:**

KCAO is a private non-profit organization with experience and resources to operate a community food bank. The City has available space at its Cinnamon Municipal Complex located at 711 and 721 W. Cinnamon Drive to provide KCAO with opportunity for food warehousing and delivery to the residents of Lemoore.

KCAO proposes to lease 12,420 square feet of building space in the Complex for its exclusive use in providing food bank storage and delivery to low and very-low income families, along with sharing 1,000 square feet of loading dock space.

As part of the proposed Lease KCAO will:

- Utilize the space Monday through Friday between 6:00 am and 5:00 pm.
- Pay \$12,000 annually for the use of the premises and will pay in advance for ten years (\$120,000).
- Be responsible for any utilities, maintenance or damage related to their activities.

*"In God We Trust"*

- Maintain liability insurance of \$1,000,000 and indemnify the City for any liability related to the Lease.
- Be guaranteed four parking spaces.

**Financial Consideration(s):**

City will receive \$12,000 annually for use of the leased premises.

**Alternatives or Pros/Cons:**

**Pros:**

- Provision of necessary food to low income residents.
- Job creation.

**Cons:**

- Ensuring proper coordination of uses at the Complex.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends approval of the proposed Facilities Lease Agreement between the City of Lemoore and KCAO.

**Attachments:**

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

**Review:**

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

**Date:**

- 10/01/2020
- 10/02/2020
- 10/02/2020
- 9/30/2020
- 10/01/2020



## CITY FACILITIES LEASE AGREEMENT

between

THE CITY OF LEMOORE,

a California Municipal Corporation

and

THE KINGS COMMUNITY ACTION ORGANIZATION,

a Private, Non-Profit Organization

This City Facilities Lease Agreement ("Agreement") is hereby made and entered into this day of September 30th, 2020, by and between the CITY OF LEMOORE, a California municipal corporation ("City") and the KINGS COMMUNITY ACTION ORGANIZATION, a private, non-profit organization ("KCAO"). City and KCAO are from time to time throughout this Agreement referred to as "Party" or "Parties".

### I. RECITALS

WHEREAS, the City has ownership of the Cinnamon Municipal Complex, a facility in Lemoore, for the purpose of services to the Lemoore community out of said facility; and

WHEREAS, the Cinnamon Municipal Complex is located at 711 & 721 W. Cinnamon Drive in Lemoore, California; and

WHEREAS, KCAO has the exclusive expertise and resources to operate a food bank in said facility; and

WHEREAS, it is the intent of the City of Lemoore and KCAO to provide food bank, food warehousing, and delivery in said facility; and

WHEREAS, there is a need to ensure that the identified portion of the facility will benefit the low and very low-income group (as defined by the USDA) of Lemoore.

WHEREAS, the City of Lemoore and KCAO agree that communication between the two parties is a high priority.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, it is agreed by the Parties as follows:

### II. LEASE OF THE FACILITY

- A. The property subject to this Agreement is located entirely at the Cinnamon Municipal Complex, incorporated herein by reference ("Facility"). The City of Lemoore agrees to allow the KCAO to utilize, and KCAO agrees to be financially responsible for the repair and maintenance costs of:

1. The exclusive use of approximately 12,420 square feet of the south west corner of the building – identified by Exhibit A as subject space. The subject space has refrigeration and freezer equipment, a restroom, breakroom and entry/egress for staff and equipment in warehousing operations.
2. The shared use of the approximately 1,000 square feet of the loading dock space.
3. KCAO will utilize said space Monday through Friday from 6am to 5pm, unless otherwise agreed upon in writing.
4. KCAO shall maintain their utilized space in good, sanitary condition and use it consistent with applicable law. Any spills or unsafe/unhealthy conditions created by KCAO, its staff, volunteers or visitors will be mitigated immediately.
5. Any damage resulting from the activities or the negligence of KCAO, its staff, volunteers or guests shall be the responsibility of KCAO, and KCAO will bear the cost of repair.

Portions of the Facility identified above for use by KCAO are hereinafter referred to as "Leased Premises" and shall be made available by City to KCAO for purposes consistent with this Agreement.

- B. It is the intent of the City of Lemoore and KCAO that the Leased Premises mentioned in Section II.A of this Agreement should remain used for food bank food storage and delivery benefiting low and very low-income families. This lease will be established on a 10 year basis for an annual fee of \$12,000 (paid in full on effective date of amended lease for a total of \$120,000.00) plus utility costs, as described below. Parties shall mutually agree to dissolve the agreement by written notice prior to termination.
- C. Utilities/Services. KCAO will be responsible to pay for all utilities/services for the Leased Premises. This will be paid to the City of Lemoore within two weeks of presentation to KCAO of the calculated apportionment of the actual bill(s).
  1. Natural Gas: *N/A*.
  2. Electricity: The Electric panel located in the south west portion of the building will be metered at the expense of KCAO, with the City billing once a month based on the highest kilowatt price paid by the City during the respective billing cycle.
  3. Water: KCAO will be allowed to utilize City of Lemoore water service at no charge.
  4. Trash: KCAO will subscribe to the City of Lemoore's applicable commercial refuse service at the respective rate.
  5. Yard Service: *N/A*.
  6. Janitorial Services: KCAO will be expected to maintain janitorial services within the food storage facility.
  7. Pest Control: KCAO will be expected to provide/pay for Pest Control services in and around (40' radius) the food storage facility.
- D. Assignment and Subletting. KCAO shall not have the right to assign, sell or mortgage its interest in this Lease Agreement or to sublet the Leased Premises.
- E. Maintenance. From and after the Effective Date, KCAO shall, at its own expense, maintain, preserve and keep the Leased Premises identified in Section II.A of this

Agreement in good repair, working order and condition, and shall in a timely manner make all repairs, replacements and improvements necessary to keep the Facility in such condition. City shall have no responsibility for such maintenance, or for any such maintenance, repairs, replacements or improvements. KCAO shall, at its own expense and following City's written approval, have the right to remodel the Leased Premises or to make additions, modifications and improvements thereto. Such additions, modifications and improvements shall not in any way damage the Facility or cause it to be used for purposes other than those authorized herein. Any modifications to the facility must be pre-approved in writing by the Parks & Recreation Director prior to progressing through the City's normal process for facility remodels. Upon termination of the agreement, the facilities must be returned to their original state as of the time of the signing of this contract, unless otherwise approved by the City.

- F. **Parking.** The City reserves the right to assign or re-assign parking at any time. KCAO is guaranteed to have 4 parking spaces assigned to them during the tenure of this Agreement. If the City deems it necessary, for the needs of City customers, employees, and KCAO volunteers, KCAO may be required to reimburse the City for a reasonable portion of the costs necessary to expand the parking area.

**Responsibility of the Leased Premises.** From and after the effective date, KCAO shall, at its own expense, preserve, replenish, and maintain to an acceptable level of sanitary cleanliness, the existing bathroom, breakroom, dry goods and refrigeration space. The space is to be kept free of debris, spills, contamination and in a sanitary condition, as fitting for a food distribution according to safety and health department rules and regulations.

### III. TERM AND TERMINATION

The Lease Agreement granted herein shall be for a renewable one (1) year term, beginning September 30, 2020 and ending September 30, 2030, except as otherwise provided herein. The Agreement shall automatically renew on an annual basis and be extended if mutually agreed upon by both parties. All the same terms and conditions of this Agreement shall remain in effect unless modified by supplemental written agreement of the parties.

### IV. CONTINGENCY; INSURANCE; AND OTHER MATTERS

- A. **Liability Insurance.** From present date and after the effective date, KCAO shall procure and maintain continuously in effect, with respect to any scheduled use of the Leased Premises and Facility conducted, sponsored or sanctioned by KCAO, insurance in the amount of not less than \$1,000,000 per occurrence against liability for injuries to or death of any person, or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the Leased Premises and Facility or any part thereof. KCAO will, during and after the Effective Date, cause all contractors who work in or on the Leased Premises and Facility to maintain similar insurance against all similar liabilities on their part.
- B. **Indemnity.** KCAO agrees to defend, hold harmless and indemnify the City against all claims, liabilities, losses, damages and actions which arise from or are related to this Agreement.

City agrees to defend, hold harmless and indemnify KCAO from all claims, liabilities, losses, damages and actions which solely arise from City negligence or willful misconduct.

- C. **Property Insurance.** From and after the Effective Date hereof, KCAO shall have and assume the risk of loss with respect to all Onsite Facility Improvements, constructed or to be constructed by KCAO or on KCAO's behalf and with regard to all equipment owned or operated by KCAO. KCAO shall provide all-risk insurance, subject to the standard exclusion contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any of those items which may be destroyed or damaged. The City of Lemoore shall be named as loss payee.
- D. **Worker's Compensation Employer's Liability Insurance.** KCAO shall carry Worker's Compensation Insurance covering all its employees and volunteers on, in, near or about the Facility, and upon request, shall furnish to City certificates evidencing such coverage throughout the Term of this Agreement. If not included in its workers compensation policy, KCAO shall also maintain employer's liability coverage in an amount of not less than \$1,000,000 per accident for bodily injury or disease.
- E. **Other Insurance and Requirements for All Insurance.** All insurance required by this Section may be carried under a separate policy or a rider or endorsement; shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in California with an A.M. Best rating of no less than A:VII; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to both parties at least thirty (30) days before the cancellation of revision becomes effective; and shall name KCAO and City as insured parties. KCAO shall deposit with City or its assignee, policies evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy, KCAO shall furnish to City evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Section, unless such insurance is no longer obtainable in which event such party shall notify the other party of this fact. KCAO's insurance coverage shall be primary as respects the City of Lemoore, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Lemoore, its officers, officials, employees or volunteers shall be in excess of KCAO's insurance and shall not contribute with it. Policy(ies) and/or Certification of Coverage shall be sent to: City of Lemoore – 721 W. Cinnamon Drive – Lemoore, CA 93245.

## V. EVENTS OF DEFAULT AND REMEDIES.

- A. **Events of Default Defined.** The following shall be "Events of Default" under this Agreement and the terms "Events of Default" and "Default" shall mean, whenever they are used in this Agreement, with respect to the Facility, any one or more of the following events:
  - I. Failure by KCAO to pay any rental payment or other payment required to be paid hereunder at the time specified herein and the continuation of said failure for a

period of ten (10) business days after written notice given by the City that the payment referred to in such notice has not been received.

2. Failure by KCAO to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in the first clause of this Section, for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied has been given to KCAO by City, unless City shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, City will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by KCAO within the applicable period and diligently pursued until the default is corrected.
  3. The filing by KCAO of a voluntary petition in bankruptcy, or failure by KCAO promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of KCAO to carry on its operations at the Facility, or adjudication of KCAO as a bankrupt, or assignment by KCAO for the benefit of creditors, or the entry by KCAO into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to KCAO in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.
- B. Remedies on Default. Whenever any Event of Default referred to in Section V.A hereof shall have happened and be continuing with respect to the Leased Premises or Facility, City shall have the right, at its option and without any further demand or notice, to take one or any combination of the remedial steps:
- I. With or without terminating this Agreement, reenter and take possession of the Leased Premises and the Improvements and exclude KCAO from using it; provided, however, that if this Agreement has not been terminated, City shall return access to the Leased Premises and Improvements to KCAO when the event of default is cured; and provided further that KCAO shall continue to be responsible for the Utilities/Services due with respect to the period when City is in sole possession of the Leased Premises; or,
  2. With or without terminating this Agreement, reenter and take possession of the Leased Premises and sublease the Leased Premises.
  3. Take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of KCAO under this Agreement.
- C. Delay; Notice. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle any party to exercise any remedy reserved to it in this Agreement it shall not be necessary to give any notice, other than such notice as may be required in this Agreement.
- D. No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Agreement or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

- E. Agreement to Pay Attorneys' Fees and Expenses. If any litigation or court proceeding is commenced by either party to this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorneys' fees from the non-prevailing party.


## VI. ADMINISTRATIVE PROVISIONS

- A. Binding Effect. This Lease Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns.
- B. Applicable Law. This Lease Agreement shall be interpreted and enforced in accordance with the laws of the State of California.
- C. Effective Date. This Lease Agreement shall be effective as of the date first set forth above.

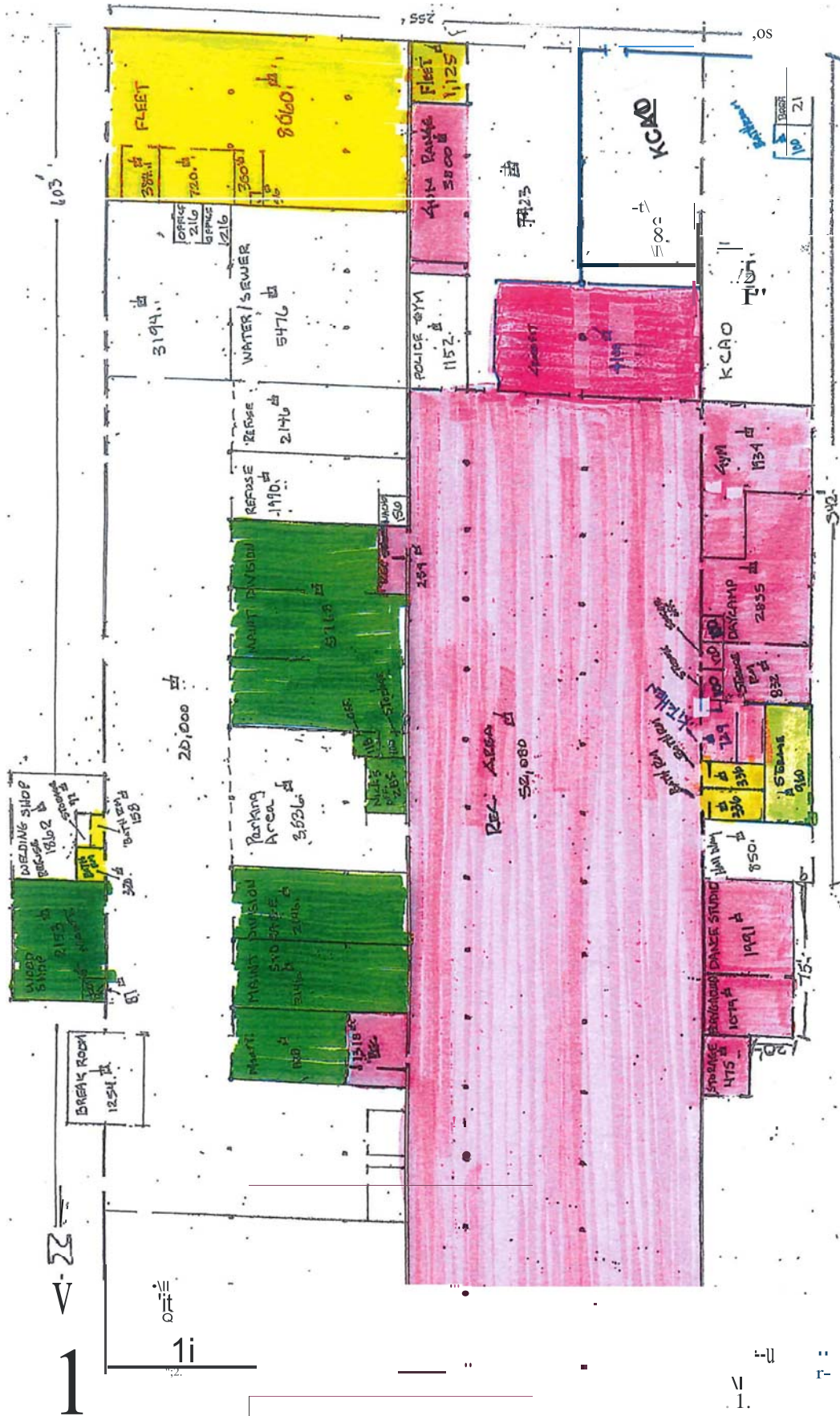
CITY OF LEMOORE, CALIFORNIA

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

KINGS COMMUNITY ACTION ORGANIZATION

By  \_\_\_\_\_  
Jeff Garner, Executive Director



$$c(1 - m_c)$$




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

# Staff Report

Item No: 4-1

**To:** Lemoore City Council  
**From:** Nathan Olson, City Manager  
**Date:** September 9, 2020      **Meeting Date:** October 6, 2020  
**Subject:** Public Hearing – Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and People’s Farming, LLC for Cannabis Cultivation and Consideration of two Lease Purchase Option Agreements of City Property to People’s Properties, LLC

**Strategic Initiative:**

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

**Proposed Motions:**

Conduct a public hearing and accept public comment on the consideration of a Project Development Agreement (PDA) attached as Exhibit “A” and a Cannabis Regulatory Permit proposed by and between the City of Lemoore and People’s Properties, LLC (Developer). Authorize City manager or designee to sign PDA and issue Cannabis Regulatory Permit and approve two Lease Purchase Option Agreements (Exhibits “B” & “C”) for use of approximately 73 acres and 19 acres of city property.

**Subject/Discussion:**

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

Developer proposes to operate a commercial cannabis cultivation and related agricultural-processing and distribution uses on the two leased sites and adjacent sites in the future. The Developer has requested, and staff is recommending, that the PDA include a provision providing the Developer with a vested right to proceed with the

proposed uses consistent with all applicable laws currently in place. The PDA reserves the right to apply any federal, state, county legal changes or local actions necessary to protect the public health and safety.

The proposed agricultural uses are deemed exempt from the California Environmental Quality Act (CEQA) under the general rule where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment CEQA Guidelines Section 15061(b)(3).

**Financial Consideration(s):**

**Cannabis Fees**

People's Properties, LLC will be responsible for a fee of 2% of gross receipts or Spot Pricing, whichever is higher, from the first 100 acres of Biomass and 1% for each acre above 100 or Spot Pricing, whichever is higher. Along with a 3% of gross receipts for the Flower.

**Lease Revenue**

People's Properties, LLC will pay annual rent of \$2,000 per usable acre for the approximately 73 acres lease and the 19 acre lease. 90% of the rent shall be credited to the purchase price if the option to purchase is exercised.

The 73 acre lease purchase price is \$1,040,000 and the 19 acre Lease purchase price is \$570,000.

**Alternatives or Pros/Cons:**

**Pros:**

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

**Cons:**

- Public Perception

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends conducting a public hearing, accept public comment and direct City Manager or designee to sign the Project Development Agreement and issue a Cannabis Regulatory Permit proposed by and between the City of Lemoore and People's Properties, LLC. Additionally, staff recommends approval of the two Lease Purchase Option Agreements with People's Properties, LLC.

**Attachments:**

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

**Review:**

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

**Date:**

- 10/01/2020
- 10/02/2020
- 10/02/2020
- 9/29/2020
- 10/01/2020

List: Project Development Agreement / Lease Agreements

**PROJECT DEVELOPMENT AGREEMENT**  
**CITY OF LEMOORE**  
**AND**  
**PEOPLE'S FARMING, LLC**

## DEVELOPMENT AGREEMENT

This Project Development Agreement (“Agreement”) is entered into effective September \_\_, 2020 (“Effective Date”) between the City of Lemoore, a California charter city (“City”) and People’s Farming, LLC, a California limited liability company (“Developer”), with respect to the following Recitals, which are a substantive part of this Agreement:

### RECITALS

- A. This Agreement is contingent on Developer obtaining a commercial cannabis regulatory permit (“Regulatory Permit”) to conduct commercial cannabis cultivation and related uses as described in Section I below and consistent with the Ordinance.
- B. Developer represents that its principals are experienced developers and/or operators of commercial cannabis operations or have otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Property. Developer acknowledges that it will be responsible for all improvements to the Property necessary for the Project.
- C. Developer represents its intention to use reasonable efforts to hire City residents to work in its commercial cannabis operations, and City encourages Developer to hire locally.

**NOW, THEREFORE**, pursuant to the authority contained in the California’s Development Agreement statutes (Government Code section 65864, *et seq.*), enacted pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement, the City and Developer agree as follows:

**I. Development of Property.** Developer proposes to develop and operate a Commercial Cannabis Operation, which includes, cultivation, agricultural-related processing and distribution of cannabis on no more than 2,000 acres with irrigation and related infrastructure to serve the uses (“Project”) under MAUCRSA and the Ordinance. For purposes of this Agreement, the definition of Property and Project shall include additional parcels noted on map attached as **Exhibit A** to be used for similar land uses as identified above.

Developer agrees to the following:

- Developer to pay for all infrastructure and development costs relating to the Project.
- Developer to install 8’ chain link fence with barbed wire around complete perimeter with lighting and security cameras.
- Developer has the option to install wind screens up to 12’ inside the perimeter.
- Developer must provide on-site security personnel for two weeks before crop harvest and during drying, 24 hours per day.

- Developer will ensure City access to operate, repair and maintain well-sites and other City utilities noted on or near the Property.

A Cannabis Regulatory Permit is required prior to the development of the Property or following any assignment or transfer of Project or Property to be used for a commercial cannabis operation.

City Council finds that upon the grant of a Cannabis Regulatory Permit and the approval of this Agreement, the Developer shall have invested a substantial sum in reliance on the approvals, including, but not limited to, cannabis regulatory permitting related to the Property and annual lease payment of \$142,000. Therefore, the Council agrees that during the Term of this Agreement, the Developer shall have a vested right subject to this Agreement to undertake the development and operation of the Project in accordance with the Project approvals issued by the City. No Subsequent Land Use Regulation (defined below) shall delay, hinder, materially increase the cost of development or operation or impede the purpose or the effect of the vested rights of the Developer which arise hereunder unless necessitated by county, state, federal law or local public health and safety necessity.

Except as otherwise provided under the provisions of this Agreement, the only rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development and operation of the Property, shall be those set forth in the Existing Land Use Regulations and the Subsequent Land Use Regulations (if any) to which Developer has consented in writing, subject to the terms of this Agreement.

“Existing Land Use Regulations” means all ordinances, laws, resolutions, codes, rules, regulations, moratoria, initiatives, policies, requirements, or guidelines of the City in effect on the Agreement Effective Date (defined below) which govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to, the General Plan, the Zoning Code, and all other ordinances of City establishing subdivision standards, park regulations, impact or development fees and building and improvement standards.

“Subsequent Land Use Regulations” means any change in or addition to the Existing Land Use Regulations which would otherwise be applicable to the Property and the Project and which are adopted by the City after the Agreement Effective Date and which thereafter become effective during the Term, including, without limitation, any change in the general or a specific plan, zoning, subdivision, or building regulation applicable to the Property, including, without limitation, any such Subsequent Land Use Regulation which is enacted by means of an ordinance, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the City Council or any other board, agency, commission or department of City, or any officer or employee thereof, which affected the Existing Land Use Regulations of the City during the Term, and which would, absent this Agreement, otherwise be applicable to the Project.

The City does not have legal authority or control of land outside the city limits and this Agreement does not bind the City to undertake actions related to land outside the city limits. This Agreement will be effective upon final annexation approval of land noted in **Exhibit A**.

“Agreement Effective Date” means the effective date of the City legislative action approving this Agreement.

**II. Lawfulness of Activities.** In entering into this Agreement and processing the Regulatory Permit, the City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law, and Developer is obligated to comply with all applicable laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, or any other commercial cannabis operation approved by City.

**III. Developer Representations.** Developer represents and warrants that Developer, and/or principal members of Developer, is/are an experienced developer and operator of commercial properties with experience in cannabis operations, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Property. The qualifications and identity of Developer and Developer’s contractors are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer’s representations and warranties in entering into this Agreement.

**IV. Fees.** Developer shall pay to City the following fees:

a. **Biomass Fee.** Developer agrees to pay the City the lower of either (i) 2% of gross receipts or Spot pricing, whichever is higher, for the first 100 acres in aggregate and 1% of gross receipts or Spot Pricing, whichever is higher, for acreage above 100 due within 45 days following the end of each calendar quarter; or (ii) the sum total of any cannabis related business tax applicable to Developer’s operations should City adopt and the voters pass a cannabis business tax ordinance in the future (collectively, “Biomass Cannabis Fees”). Developer shall be granted most favored nations in that if the City agrees to a lower Biomass Fee with any other similarly situated developer then the Biomass Cannabis Fees shall be automatically reduced to the lower fee without any further action by the City or Developer. The City shall provide Developer written notice within thirty (30) days of agreeing to the lower fee.

b. **Flower Fee.** Developer agrees to pay the City 3% of gross receipts for flower.

The cannabis fees shall be fixed as specified in this Section IV for the Term of this Agreement, and under no event shall the Cannabis Fees be increased during the Term of this Agreement.

The requirements of this Section shall be a recorded covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property. The covenants shall expire on the expiration or earlier termination of this Agreement.



**V. Local Contractors.** To the extent practical, Developer will use reasonable efforts to hire construction/remodel contractors for the Property that are based within the City of Lemoore or whose work force is made up of a significant number (e.g. 30%) of residents of the City of Lemoore (a “Local Contractor”). Nothing in this section V. shall be construed to require Developer to accept a bid from a Local Contractor that is more than five percent (5%) higher than the lowest bid received for the same or similar work.

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

**VII. Administrative Actions.** The parties acknowledge that in the future there could be claims, enforcement actions, requests for information, subpoenas, criminal or civil actions initiated or served by either the Federal Government or the State Government in connection with Developer's development, operation and use of the Property (collectively, "Actions"). If any Action is brought by either the Federal or State Government, City shall, consistent with applicable law, (i) immediately notify Developer of the nature of the Claim, and if applicable law allows, provide Developer no more than ten days from the date of the notice to obtain injunctive or other relief. City, and (ii) and provide all correspondence or documents submitted to the City.

**VIII. Developer's Indemnity.**

a. **Commercial Cannabis Operations.** Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees (“Developer Parties”) in connection with the commercial cannabis operation conducted on the Property after the issuance of the Regulatory Permit (“Cannabis Claims”). Developer's defense and indemnity obligations under this Agreement shall apply, regardless of intent or fault, to any allegation or claim of liability brought against the City related to the subject Project, including land use and environmental law actions or meeting notice law actions following Project approval, modification, or denial. Developer's duty shall arise at the first claim, petition, or allegation of liability against City. Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

b. **Construction and Other Operations.** In addition to the indemnity obligations of subsection (a), Developer shall defend, indemnify, assume all responsibility for, and hold City and

its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on the Property, and for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("Other Claims"). Developer's liability under this Subsection (b) is limited to the extent the property damage or bodily injury is caused by the sole negligence or willful misconduct of City or its agents or employees.

**IX. Restrictions on Encumbrance, Assignment or Transfer.**

a. Prior to the exercise of the purchase option and close of escrow. Developer shall not encumber the Property without prior written permission of City.

b. Following the exercise of the purchase option and close of escrow. Developer can encumber, sell, mortgage, assign or transfer the Property consistent with this Agreement. This cannabis regulatory Agreement would not be extinguished by a mortgage foreclosure so long as the foreclosing owner complies with all regulatory permits and applicable law relating to transfers of the Agreement.

c. Assignment/Transfer. In the case of a transfer of this Agreement or any of Developer's rights hereunder, Developer shall; (i) provide advance written notice of the proposed transfer, (ii) provide its representation and documentation that the transferee has similar experience and similar financial capacity as Developer possessed on the Effective Date of this Agreement, to undertake the obligations of this Agreement, and (iii) provide proposed assignment documents indicating whether the Developer or transferee or both will assume the obligations of this Agreement. If the transferee has similar commercial cannabis agricultural experience and financial capacity as Developer, the transfer may relieve the Developer of its obligations upon execution of an assignment agreement in a form reasonably approved by the City. If the City disagrees with the proposed transfer, the parties may submit the dispute to a neutral mediation with each party sharing the mediator costs. If the parties remain in disagreement following mediation, the parties may submit a decision to an arbitrator for a binding decision. The parties shall share the costs of arbitration.

d. Assignee Obligations. In the absence of specific written agreement by City or binding arbitration decision, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assignment agreement in a form reasonably approved by the City assuming such obligations and has received a regulatory permit.

**X. Defaults and Remedies.** Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein, following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall

give written Notice of Default (“Notice”) to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy.

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kings, California, or in the United States District Court for the Eastern District of California – Fresno Division, if allowable.

## **XI. General Provisions.**

a. Notices, Demands, and Communications Between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Email: \_\_\_\_\_

With a copy to: Mary Lerner  
Lozano Smith  
7404 N. Spalding  
Fresno, California 93720  
Tel: (559) 431-5600  
Fax: (559) 431-4420  
Email: mlerner@lozanosmith.com

To Developer: \_\_\_\_\_  
People’s Farming, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Email: \_\_\_\_\_

With a copy to: Attn: \_\_\_\_\_

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

b. Successors and Assigns. All of the terms, covenants, and conditions of this Agreement shall be binding upon Developer and City, and their respective successors and assigns. Whenever the term “Developer” is used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Developer’s successors and assigns in and to the Property.

c. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

d. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

e. City Approvals and Actions. City shall maintain authority over this Agreement, and the authority to implement this Agreement through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

f. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.

g. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

h. Interpretation and Applicable Law. This Agreement has been prepared with input

from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

i. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

j. Modifications. For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

k. Legal Advice. Each party represents and warrants to the other the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

l. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

m. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

n. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

o. Term. The term of this Agreement ("Term") shall be for a period of fifty (50) years commencing on the Effective Date. Notwithstanding anything to the contrary herein, the Term shall be automatically be extended one (1) additional period of forty-nine (49) years after the initial expiration date unless either party gives written notice of intent to terminate to the other party. The notice of intent to terminate shall be given no more than 12 months and no less than 6 months prior to the expiration of the initial Term.

p. Savings Clause. If any provision of this Agreement or the application thereof is held in-valid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

**IN WITNESS WHEREOF**, the City and the Developer have executed this Project Development Agreement as of the date set forth above.

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

**PEOPLE’S FARMING, LLC**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

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

**CITY OF LEMOORE**

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

**ATTEST:**

By: \_\_\_\_\_  
Marisa Avalos, City Clerk

J:\wdocs\01943\001\agt\00800118.DOCX



**EXHIBIT A**

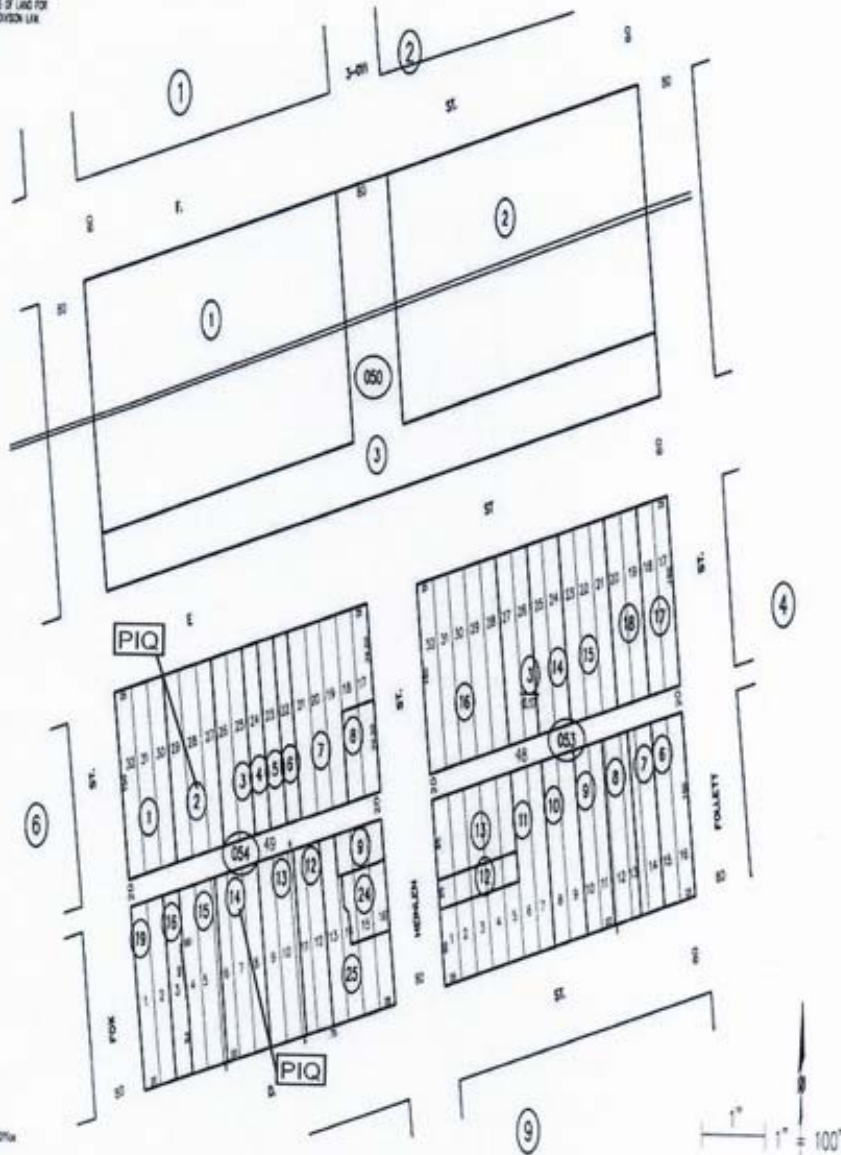
**LEGAL DESCRIPTION AND DEPICTION OF PARCEL 4**

**[See Attached]**

# KINGS COUNTY ASSESSOR'S MAP

20-05

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY.  
IT IS NOT TO BE CONSTRUED AS PROVIDING  
LEGAL DETERMINATION OF BOUNDARIES OF LAND FOR  
PURPOSES OF ZONING OR SUBDIVISION LAW.  
JANUARY 2002



Copyright © 1992, Kings County Assessor's Office  
All rights reserved

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**REAL PROPERTY LEASE AGREEMENT  
CITY OF LEMOORE AND PEOPLE'S PROPERTIES, LLC**

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

**RECITALS**

- A. Lessee is in the cannabis business in Lemoore, California.
- B. Lessee desires to lease City property as set forth in **Exhibit A** with an option to purchase.
- C. Lemoore owns two parcels with a total of approximately 19 acres of undeveloped land as noted in **Exhibit A**, in the City of Lemoore, County of Kings, California ("Property").
- D. Lessee desires to use the Property for cannabis cultivation and agricultural-related uses.
- E. Lemoore is willing to lease the Property to Lessee upon the terms and conditions set forth in this Agreement.

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

**AGREEMENT**

1. Lease of Property. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lemoore, Lemoore hereby leases to Lessee, for the purposes described below, the exclusive use and possession upon, over, across and under the Property, for the purpose of conducting agricultural-related uses in accordance with the Agreement.

2. Term of Lease. The term of this Agreement shall commence as of the date of execution and completion of the Feasibility Period hereof and shall remain in effect for one-year (Initial Term) with an automatic renewal for another one-year term (First Extension) followed by an automatic four year term (Second Extension) unless earlier terminated as herein provided. Lessee shall have a 60 day "Feasibility Period" as follows:

Lessee shall have a feasibility period of sixty (60) days from the latest date this Lease is executed by all parties hereto (the "Feasibility Period") to review, in Lessee's sole discretion, the condition and suitability of the Property for Lessee's intended use, including but not limited to development costs, financial and market feasibility, zoning, condition of title, and the physical and environmental condition of the Property. Lemoore shall deliver to Lessee copies

of any and all plans, documents, studies and other pertinent materials that affect the acquisition and/or development of the Property. From and after the date of this Lease, Lessee, its agents, employees and contractors shall have the right to enter the Property for the purpose of conducting such investigations, inspections and tests of the property as Lessee deems necessary in order to determine the condition and suitability of the Property including, but not limited to, the feasibility matters. Lessee shall indemnify and hold Lemoore harmless from and against any and all loss, expense, claim, damage and injury to person or property resulting from the negligent acts of Lessee, its employees, consultants, engineers, authorized agents and contractors on the Property in connection with the performance of any investigation of the Property as contemplated herein; provided that Lessee shall have no responsibility for liability solely arising from any act or omission of Lemoore or its agents. At any time prior to the expiration of the Feasibility Period and for any reason whatsoever, lessee may cancel the transactions contemplated herein by providing Lemoore with written notice of cancellation and the entire Deposit, plus any accrued interest, shall be returned to Lessee. Should Lessee wish to proceed with the transaction contemplated herein at any time during the Feasibility Period, Lessee shall provide Lemoore with written notice of such intent and at that time Option/Lease. Term shall begin and the Deposit shall be treated pursuant to Section 3(a) hereof. Lemoore may terminate the transaction only if Lessee materially breaches any of the terms and conditions hereof.

3. Rent. Lessee shall pay to Lemoore an annual payment of \$2,000.00 per usable acre rent for a total of Thirty Eight Thousand Dollars (\$38,000.00) ("Rent"). Following an initial first year payment of \$38,000.00 due upon execution of this Lease, rent of \$3,166.66 is due and payable on the first day of the month and is delinquent on the next day. Ninety percent of rent payments shall be credited to the purchase price upon exercise of the purchase option.

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

4. Use of Premises.

a. Purpose. Lessee shall be permitted to use the Property for cannabis cultivation and agricultural-related uses (the "Intended Use"). No other uses shall be permitted on the Premises except incidental or ancillary uses without the prior express written consent of City.

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

c. Permits, Land Use Approvals, and Licenses. Lessee shall construct and install the Improvements in conformance with all applicable State, County, or municipal laws,

rules, and regulations, and shall obtain any required permits and land use approvals before commencing construction and installation of the Improvements and maintain any such permits throughout the term of this Agreement.

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

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

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

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

5. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. Lessee shall be solely responsible for any property taxes arising out of Lessee's use or occupancy of the Property. Lessee shall pay before delinquency any and all possessory interest taxes and assessments levied against it or resulting from Lessee's use or occupancy of the Property. Lemoore makes no representation as to whether or not taxes are due, but agrees that it shall be responsible for all taxes that may be due as of the Effective Date of this Lease. On demand by Lemoore, Lessee shall furnish Lemoore with satisfactory evidence of these payments. Lemoore shall forward all notices from any tax authority immediately upon receipt but in no case less than 30 days from the due date of any such taxes in order to allow Lessee to meet its payment obligations under the section.

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

c. Business License Fees. If Lessee owns a business operating in the City of Lemoore, Lessee shall pay before delinquency any and all business license fees that are levied

and assessed against the Lessee, and that become payable during the term of this Agreement, pursuant to the Lemoore Municipal Code. If applicable, Lessee's failure to pay any applicable business license fee to Lemoore shall constitute a default under this Agreement.

6. Indemnification. Lessee hereby releases and shall indemnify, defend, and hold harmless Lemoore and Lemoore's officials, officers, employees, agents, and volunteers from and against all liability, claims, suits, damages, losses, costs, and expenses, including reasonable attorney's fees, incurred in connection with or arising out of: (1) Lessee's use, occupation, or control of the Property (including Lessee's agents, employees, invitees, lessees, sub-lessees, or volunteers); (2) any breach of Lessee's performance obligations under this Agreement; or (3) any acts, omissions or negligence of Lessee or any person or entity claiming through or under Lessee, or Lessee's agents, employees, contractors, invitees, or visitors, except to the extent such claim, suit, damage, loss, or expense is caused by the sole negligence or willful misconduct of Lemoore or Lemoore's officials, officers, employees, agents, or volunteers.

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

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

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

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

- i. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. Workers' Compensation coverage as required by State of California statutory limits.
- iii. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.



- iv. Property Insurance: Full replacement cost with no coinsurance penalty provision.

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

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

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

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

8. Environmental Warranties. Lessee warrants and represents that it will not use,

generate, manufacture, produce, store, or dispose of, on, under, or about Premises, or transport to or from the Premises, any Hazardous Materials, polychlorinated biphenyls (PCBs), or petroleum (including crude oil or any fraction or derivative thereof), except those uses incidental to the installation, use and maintenance of any approved improvements on the Property and in accordance with all applicable laws and regulations. Lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Lemoore.

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

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

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

9. Liens and Claims. Lessee shall promptly and fully pay for all materials for any improvements installed or constructed on the Property and shall promptly and fully pay all persons who perform labor on said improvements. If any mechanics' or materialmen's liens or any other liens or claims for any work done or materials furnished at Lessee's request are filed against the Property, Lessee shall remove the liens and claims at Lessee's own expense. If Lessee fails to remove the liens or claims and any judgment is entered thereon or thereunder, Lessee shall pay that judgment. Should Lessee fail, neglect, or refuse to remove any lien or claim or to pay any judgment in a timely manner, Lemoore shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims. Under those circumstances, Lessee shall be liable to Lemoore for all costs, damages, reasonable attorneys' fees, and any

amounts expended by Lemoore in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. Lemoore may post and maintain upon the Property a notice of non-responsibility.

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

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

12. Property Leased "AS IS". The Property, including all access points, are leased to Lessee, and Lessee accepts the Property in its existing "AS IS" condition on the Effective Date. Lemoore shall not be required to make or construct any alteration including structural changes, additions or improvements to the Property, and shall have no maintenance or repair obligations with respect to the Property. Lessee expressly waives the provisions of sections 1941 and 1942 of the California Civil Code and all rights to make repairs at the expense of Lemoore as provided in section 1942 of the Civil Code. Lessee acknowledges that neither Lemoore, nor any officer, employee, or agent of Lemoore has made any representation or warranty with respect to the condition of the Property, the suitability of the Property for the intended use by Lessee, or compliance of the Property with the Americans With Disabilities Act of 1990 (or any accessibility guidelines or other regulations promulgated thereunder). Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind Lemoore or Lessee, and Lemoore and Lessee expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

13. Bankruptcy. Lemoore shall have the right to terminate this Agreement by written notice and to take exclusive possession of the Property in the event: (a) Lessee is adjudged bankrupt; (b) Lessee becomes insolvent; (c) any action or proceeding for debtor relief of Lessee is commenced; or (d) Lessee seeks general debtor relief by extrajudicial means. Receipt of rent or other payments from any person for use of the Property shall not constitute a waiver of Lemoore's right to terminate as above set forth.

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

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

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

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

17. Default.

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

- i. Failure to pay rent, insurance premiums, or taxes, or any other sums due hereunder as a result of Lessee's use of the Property within thirty (30) days of the due date;
- ii. Abandonment of the Property, in whole or in part;
- iii. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been served upon Lessee.

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

c. Termination Resulting from Default. Lemoore may terminate this Agreement immediately upon written notice to Lessee if Lessee defaults on any obligation under this Agreement and fails to cure such default within thirty (30) days after written notice from Lemoore of such default. In the event of a default by Lessee under this Agreement, Lemoore may terminate this Agreement and regain possession of the Property in the manner provided by the laws of unlawful detainer of the State of California in effect at the date of such default. At Lemoore's option, if Lessee has breached this Agreement and/or abandoned the Property, in

whole or in part, this Agreement shall continue in effect for so long as Lemoore does not terminate Lessee's right to possession, and Lemoore may enforce all rights and remedies under this Agreement, including the right to recover the rent as it becomes due. Further, Lemoore shall be entitled to recover from Lessee damages and to exercise such other rights and remedies as provided to Lemoore under the laws of the State of California.

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

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

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

If the Option is exercised, the purchase price ("Purchase Price") for the Property shall be \$30,000 per acre for a total purchase price of Five Hundred and Seventy Thousand Dollars (\$\_570,000.00).

Upon execution of the Option, the parties shall open escrow with Chicago Title Company, 7330 North Palm Avenue, Suite 101, Fresno, California 93711, in accordance with the customary terms of Kings County. Lessee shall close escrow no later than 60 days from the exercise of the purchase option.

Lessee will pay for CLTA Owner's Policy of Title Insurance and documentary transfer tax. Parties will share the escrow fee equally and allocate other closing costs consistent with the practice in Kings County, California. Upon close of escrow, the Lease shall terminate.

19. Termination. Lemoore may terminate this Agreement upon written notice to Lessee if Lessee defaults on any obligation of this Agreement as outlined in Section 17 and that default remains uncured for thirty (30) days after written notice of default. Lessee may terminate this Agreement as follows: (1) By exercising the Option pursuant to Section 18; (2) By exercising written notice during the Feasibility Period in Section 2; or (3) for convenience by providing 60 days prior written notice prior to the end of the Initial Term or an extension term hereof. Lessee acknowledges and agrees that it is entering into this Agreement voluntarily and that upon termination of this Agreement according to its terms, Lessee shall not be entitled to any relocation assistance or benefits from Lemoore.

20. Waiver. No delay or omission in the exercise of any right or remedy of Lemoore

on any default by Lessee shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by Lemoore of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. If such delinquent rent is accepted after notice of default and termination has been served, the acceptance shall not constitute a waiver. Lemoore's consent to or approval of any act by Lessee requiring Lemoore's consent or approval shall not be deemed to waive or render unnecessary Lemoore's consent to or approval of any subsequent act by Lessee. Any waiver by Lemoore of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

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

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

25. Entire Agreement and Amendments. This Agreement contains all the agreements of the Parties concerning the subject matter of it and cannot be amended or modified except by a subsequent written agreement executed by both Parties. This Agreement shall not be modified or amended in any way except in writing signed by the Parties hereto.

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

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

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

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

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

31. Exhibits. The Exhibits attached hereto are incorporated into and made a part of this Agreement as if set out in full in this Agreement.

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

**LESSEE:**

**LEMOORE:**

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

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

**Send Notices To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Send Notices To:**

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

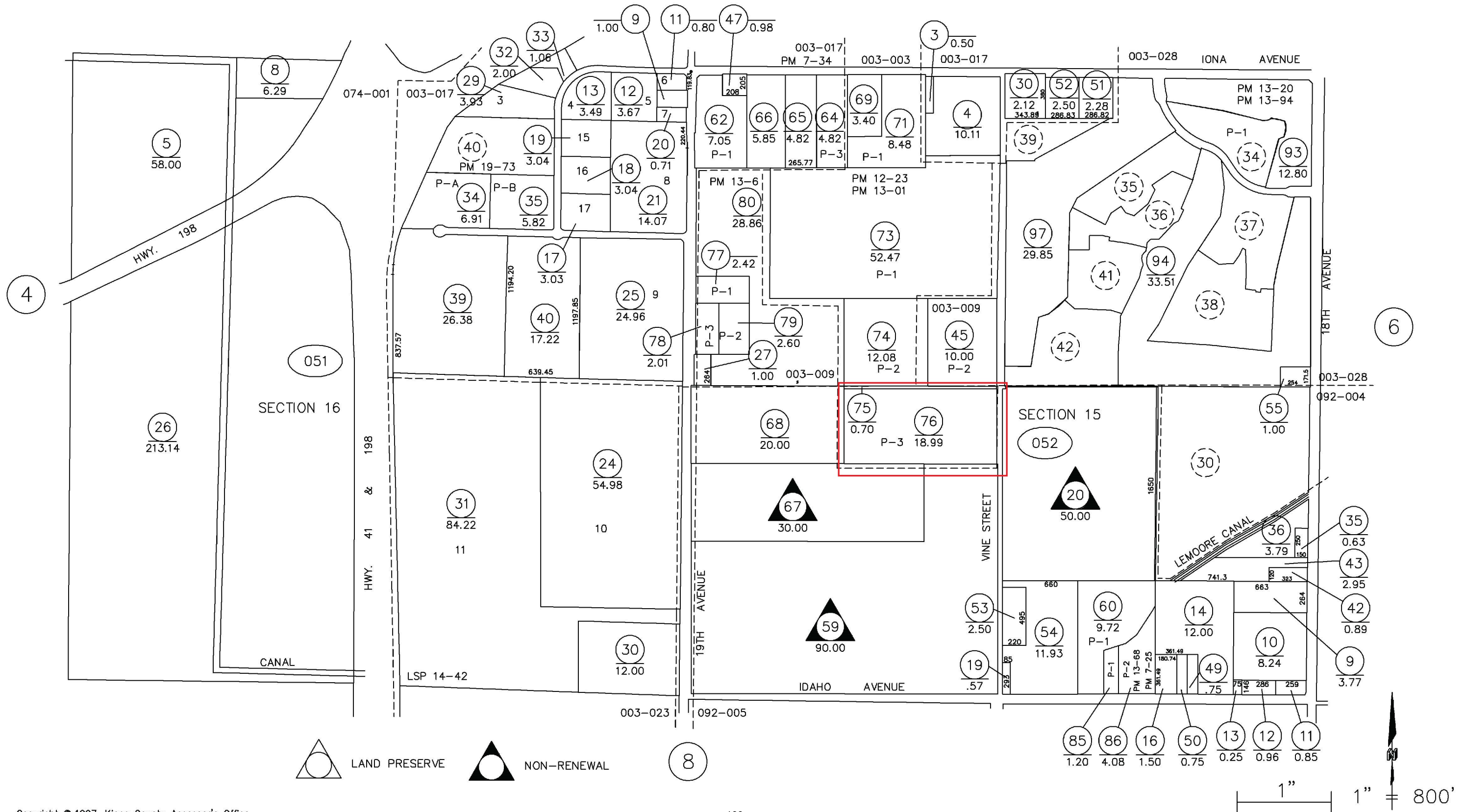


**EXHIBIT A**

*[Property Description]*

24-05

**APN: 024-052-076**

BK  
23

**REAL PROPERTY LEASE AGREEMENT  
CITY OF LEMOORE AND PEOPLE'S PROPERTIES, LLC**

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

**RECITALS**

- A. Lessee is in the cannabis business in Lemoore, California.
- B. Lessee desires to lease City property as set forth in **Exhibit A** with an option to purchase.
- C. Lemoore owns two parcels with a total of approximately 73 acres of undeveloped land as noted in **Exhibit A**, in the City of Lemoore, County of Kings, California ("Property").
- D. Lessee desires to use the Property for cannabis cultivation and agricultural-related uses.
- E. Lemoore is willing to lease the Property to Lessee upon the terms and conditions set forth in this Agreement.

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

**AGREEMENT**

1. Lease of Property. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lemoore, Lemoore hereby leases to Lessee, for the purposes described below, the exclusive use and possession upon, over, across and under the Property, for the purpose of conducting agricultural-related uses in accordance with the Agreement.

2. Term of Lease. The term of this Agreement shall commence as of the date of execution and completion of the Feasibility Period hereof and shall remain in effect for one-year (Initial Term) with an automatic renewal for another one-year term (First Extension) followed by an automatic four year term (Second Extension) unless earlier terminated as herein provided. Lessee shall have a 60 day "Feasibility Period" as follows:

Lessee shall have a feasibility period of sixty (60) days from the latest date this Lease is executed by all parties hereto (the "Feasibility Period") to review, in Lessee's sole discretion, the condition and suitability of the Property for Lessee's intended use, including but not limited to development costs, financial and market feasibility, zoning, condition of title, and the physical and environmental condition of the Property. Lemoore shall deliver to Lessee copies of any and all plans, documents, studies and other pertinent materials that affect the acquisition and/or development of the Property. From and after the date of this Lease, Lessee, its agents, employees and contractors shall have the right to enter the Property for the purpose of

conducting such investigations, inspections and tests of the property as Lessee deems necessary in order to determine the condition and suitability of the Property including, but not limited to, the feasibility matters. Lessee shall indemnify and hold Lemoore harmless from and against any and all loss, expense, claim, damage and injury to person or property resulting from the negligent acts of Lessee, its employees, consultants, engineers, authorized agents and contractors on the Property in connection with the performance of any investigation of the Property as contemplated herein; provided that Lessee shall have no responsibility for liability solely arising from any act or omission of Lemoore or its agents. At any time prior to the expiration of the Feasibility Period and for any reason whatsoever, lessee may cancel the transactions contemplated herein by providing Lemoore with written notice of cancellation and the entire Deposit, plus any accrued interest, shall be returned to Lessee. Should Lessee wish to proceed with the transaction contemplated herein at any time during the Feasibility Period, Lessee shall provide Lemoore with written notice of such intent and at that time Option/Lease. Term shall begin and the Deposit shall be treated pursuant to Section 3(a) hereof. Lemoore may terminate the transaction only if Lessee materially breaches any of the terms and conditions hereof.

3. Rent. Lessee shall pay to Lemoore an annual payment of \$2,000.00 per usable acre rent for a total of One Hundred Four Thousand Dollars (\$104,000.00) (“Rent”). Following an initial first year payment of \$104,000.00 due upon execution of this Lease, rent of \$8,666.66 is due and payable on the first day of the month and is delinquent on the next day. Ninety percent of rent payments shall be credited to the purchase price upon exercise of the purchase option.

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

4. Use of Premises.

a. Purpose. Lessee shall be permitted to use the Property for cannabis cultivation and agricultural-related uses (the “Intended Use”). No other uses shall be permitted on the Premises except incidental or ancillary uses without the prior express written consent of City.

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

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

d. Compliance with Laws. Lessee shall comply with all statutes, ordinances, regulations and requirements of all governmental entities (including the City of Lemoore),

relating to Lessee's use and occupancy of the Property, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. Lessee shall not use the Property or permit the Property, or any portion thereof, to be improved, developed, used or occupied in any manner that is in any way in violation of any valid law, ordinance, or regulation of any state, county, or local governmental agency.

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

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

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

h. Utility Easements. Lessee shall allow City access to the Property for utility easements designated by Lemoore to operate, repair and maintain well-sites and other public utilities. Upon exercise of the purchase option, Lessee will grant and record utility easements requested by Lemoore to allow continued access to public utilities. The area reserved for as Lemoore easements shall be reserved for the reasonable use, repair and maintenance of the equipment related to the Lemoore easements shown on **Exhibit B** (herein, "Lemoore Easements"). The extent of such reservation from the Property shall be limited to that portion which is reasonably necessary for the use, repair and maintenance of the Lemoore Easements. Lemoore's point of access to the Lemoore Easements shall be as depicted on **Exhibit B**. Said reservation for access purposes shall be ten (10) feet in width.

In the event Lessee exercises its option to purchase the Property, it shall include all of the Property, excepting therefrom the Lemoore Easements, which shall be reserved for Lemoore in the form of an easement and subject to the Easement Agreement in form substantially the same as the agreement attached hereto as **Exhibit C**. All costs associated with the maintenance, use, repair, construction or removal of said Lemoore Easements shall be sole obligation of Lemoore. With respect to the Lemoore Easements, Lemoore shall obtain and provide proof of insurance in an amount covering at least \$1 Million per occurrence or \$3 Million in the aggregate, naming Lessee as additional insured.

5. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. Lessee shall be solely responsible for any property taxes arising out of Lessee's use or occupancy of the Property. Lessee shall pay before delinquency any and all possessory interest taxes and assessments levied against it or resulting from Lessee's use or occupancy of the Property. Lemoore makes no representation as to whether or not taxes are due, but agrees that it shall be responsible for all taxes that may be due as of the Effective Date of this Lease. On demand by Lemoore, Lessee shall furnish Lemoore with satisfactory evidence of these payments. Lemoore shall forward all notices from any tax authority immediately upon receipt but in no case less than 30 days from

the due date of any such taxes in order to allow Lessee to meet its payment obligations under the section.

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

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

6. Indemnification. Lessee hereby releases and shall indemnify, defend, and hold harmless Lemoore and Lemoore’s officials, officers, employees, agents, and volunteers from and against all liability, claims, suits, damages, losses, costs, and expenses, including reasonable attorney’s fees, incurred in connection with or arising out of: (1) Lessee’s use, occupation, or control of the Property (including Lessee’s agents, employees, invitees, lessees, sub-lessees, or volunteers); (2) any breach of Lessee’s performance obligations under this Agreement; or (3) any acts, omissions or negligence of Lessee or any person or entity claiming through or under Lessee, or Lessee’s agents, employees, contractors, invitees, or visitors, except to the extent such claim, suit, damage, loss, or expense is caused by the sole negligence or willful misconduct of Lemoore or Lemoore’s officials, officers, employees, agents, or volunteers.

Lemoore hereby releases and shall indemnify, defend, and hold harmless Lessee and Lessee’s officials, officers, employees, agents, and volunteers from and against all liability, claims, suits, damages, losses, costs, and expenses, including reasonable attorney’s fees, incurred in connection with or arising out of Lemoore’s use or control of the Lemoore Easements (including Lemoore’s agents, employees, invitees, lessees, sub-lessees, or volunteers) and any acts, omissions or negligence of Lemoore or any person or entity claiming through or under Lemoore, or Lemoore’s agents, employees, contractors, invitees, or visitors, except to the extent such claim, suit, damage, loss, or expense is caused by the sole negligence or willful misconduct of Lessee or Lessee’s officials, officers, employees, agents, or volunteers.

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

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

- i. Insurance Services Office Commercial General Liability coverage (“Occurrence” form CG0001).
- ii. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

- iii. Property Insurance against all risk of loss to any Lessee property, improvements and betterments.

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

- i. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. Workers' Compensation coverage as required by State of California statutory limits.
- iii. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- iv. Property Insurance: Full replacement cost with no coinsurance penalty provision.

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

- i. Lemoore, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Premises owned, occupied or used by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to Lemoore, its officers, officials, employees, agents, or volunteers.
- ii. Lessee's insurance coverage shall be primary insurance as it respects to Lemoore, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Lemoore, its officers, officials, employees, agents, or volunteers shall be in excess of Lessee's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to Lemoore, its officers, officials, employees, agents or volunteers.
- iv. Coverage shall state that Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. Each insurance policy required by this section shall be endorsed to



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

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

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

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

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

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

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

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

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

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

12. Property Leased "AS IS". The Property, including all access points, are leased to Lessee, and Lessee accepts the Property in its existing "AS IS" condition on the Effective Date. Lemoore shall not be required to make or construct any alteration including structural changes, additions or improvements to the Property, and shall have no maintenance or repair obligations with respect to the Property. Lessee expressly waives the provisions of sections 1941 and 1942 of the California Civil Code and all rights to make repairs at the expense of Lemoore as provided in section 1942 of the Civil Code. Lessee acknowledges that neither Lemoore, nor any officer, employee, or agent of Lemoore has made any representation or warranty with respect to the condition of the Property, the suitability of the Property for the intended use by Lessee, or compliance of the Property with the Americans With Disabilities Act of 1990 (or any accessibility guidelines or other regulations promulgated thereunder). Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind Lemoore or Lessee, and Lemoore and Lessee expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

13. Bankruptcy. Lemoore shall have the right to terminate this Agreement by written notice and to take exclusive possession of the Property in the event: (a) Lessee is adjudged bankrupt; (b) Lessee becomes insolvent; (c) any action or proceeding for debtor relief of Lessee is commenced; or (d) Lessee seeks general debtor relief by extrajudicial means. Receipt of rent or other payments from any person for use of the Property shall not constitute a waiver of Lemoore's

right to terminate as above set forth.

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

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

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

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

17. Default.

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

- i. Failure to pay rent, insurance premiums, or taxes, or any other sums due hereunder as a result of Lessee's use of the Property within thirty (30) days of the due date;
- ii. Abandonment of the Property, in whole or in part;
- iii. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been served upon Lessee.

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

c. Termination Resulting from Default. Lemoore may terminate this

Agreement immediately upon written notice to Lessee if Lessee defaults on any obligation under this Agreement and fails to cure such default within thirty (30) days after written notice from Lemoore of such default. In the event of a default by Lessee under this Agreement, Lemoore may terminate this Agreement and regain possession of the Property in the manner provided by the laws of unlawful detainer of the State of California in effect at the date of such default. At Lemoore's option, if Lessee has breached this Agreement and/or abandoned the Property, in whole or in part, this Agreement shall continue in effect for so long as Lemoore does not terminate Lessee's right to possession, and Lemoore may enforce all rights and remedies under this Agreement, including the right to recover the rent as it becomes due. Further, Lemoore shall be entitled to recover from Lessee damages and to exercise such other rights and remedies as provided to Lemoore under the laws of the State of California.

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

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

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

If the Option is exercised, the purchase price ("Purchase Price") for the Property shall be \$20,000 per acre for a total purchase price of One Million Forty Thousand Dollars (\$\_1,040,000.00) (reflecting a reduced acreage for the unusable acreage) .

Upon execution of the Option, the parties shall open escrow with Chicago Title Company, 7330 North Palm Avenue, Suite 101, Fresno, California 93711, in accordance with the customary terms of Kings County. Lessee shall close escrow no later than 60 days from the exercise of the purchase option.

Lessee will pay for CLTA Owner's Policy of Title Insurance and documentary transfer tax. Parties will share the escrow fee equally and allocate other closing costs consistent with the practice in Kings County, California. Upon close of escrow, the Lease shall terminate.

19. Termination. Lemoore may terminate this Agreement upon written notice to Lessee if Lessee defaults on any obligation of this Agreement as outlined in Section 17 and that default remains uncured for thirty (30) days after written notice of default. Lessee may terminate this Agreement as follows: (1) By exercising the Option pursuant to Section 18; (2) By exercising written notice during the Feasibility Period in Section 2; or (3) for convenience by providing 60 days prior written notice prior to the end of the Initial Term or an extension term hereof. Lessee acknowledges and agrees that it is entering into this Agreement voluntarily and that upon termination of this Agreement according to its terms, Lessee shall not be entitled to

any relocation assistance or benefits from Lemoore.

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

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

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

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

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

25. Entire Agreement and Amendments. This Agreement contains all the agreements of the Parties concerning the subject matter of it and cannot be amended or modified except by a subsequent written agreement executed by both Parties. This Agreement shall not be modified or amended in any way except in writing signed by the Parties hereto.

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

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

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

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

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

31. Exhibits. The Exhibits attached hereto are incorporated into and made a part of this Agreement as if set out in full in this Agreement.

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

**LESSEE:**

**LEMOORE:**

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

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

**Send Notices To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Send Notices To:**

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

**EXHIBIT A**

*[Property Description]*



**EXHIBIT B**



**EXHIBIT C**

***[Form of Easement Agreement]***

**Recording Requested by:**

\_\_\_\_\_

**WHEN RECORDED MAIL TO:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Recording fees exempt per Gov. Code § 6103**

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

**APN:** \_\_\_\_\_

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT (“Agreement”)** is entered into as of \_\_\_\_\_, 2020 by and between People’s Properties, LLC, a California limited liability company (“**Grantor**”), and the City of Lemoore (“**Grantee**”).

### RECITALS

- A.** Grantor is the current owner of that certain real property located in Kings County, State of California, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Burdened Property**”).
- B.** Grantee has conveyed the Burdened Property to Grantor and as a condition of that conveyance, requested a permanent easement in, over, across and through those certain and limited portions of the Burdened Property described and depicted on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Easement Area**”) for the Easement Facilities and Easement Uses (as those terms are defined in Section 1 below).
- C.** Grantor is willing to grant such easement upon the terms and conditions set forth below.
- D.** Grantor or any subsequent owner of the Burdened Property is hereafter referred to as the “**Burdened Owner**”, and Grantee and its successors and assigns are hereafter referred to as the “**Benefitted Owner**”.

**NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:**

### AGREEMENT

- 1. Grant of Easement.** Grantor hereby grants to Grantee an easement in, over, across and through the Easement Area for the purposes of laying down, locating, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using those certain improvements depicted on Exhibit “B” (such improvements being referred to in this Agreement as the “**Easement Facilities**”). The foregoing purposes are collectively referred to herein as the “**Easement Uses**.”
- 2. Term.** This Agreement shall continue in full force and effect from the date of recordation of this Agreement in perpetuity, unless this Agreement is amended, modified or terminated by an agreement executed, acknowledged and recorded by the Burdened Owner and Benefitted Owner.
- 3. Construction, Maintenance and Repairs.**

**3.1 By Benefitted Owner.** All expenses and costs for the construction of the Easement Facilities shall be borne by the Benefitted Owner. The Benefitted Owner shall periodically inspect, maintain, repair, reconstruct, and replace the Easement Facilities to insure the safe, lawful and reasonable operation of such Easement Facilities. All costs and expenses for such inspection, maintenance, repair, reconstruction, and replacement of the Easement Facilities shall be borne solely by the Benefitted Owner. The Benefitted Owner shall give the Burdened Owner at least fourteen (14) days prior written notice of any laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area except in the event of a bona fide

emergency, in which event whatever notice is reasonable under the circumstances shall be given. Any laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area by the Benefitted Owner shall be performed in a manner which, to the extent reasonable under the then existing circumstances, minimizes disruption to the Burdened Property and Burdened Owner's operations on the Burdened Property.

**3.2 By Burdened Owner.** If, at any time, the Benefitted Owner should fail to perform any of its obligations under Section 3.1 above, then the Burdened Owner shall provide the Benefitted Owner with written notice thereof. The Benefitted Owner shall thereafter use reasonable efforts to cure any such failure within fourteen (14) days of the Benefitted Owner's receipt of such notice. If the Benefitted Owner fails to cure any such failure within such fourteen (14) day time period, then the Burdened Owner shall have the right, but not the obligation, to immediately inspect, maintain, repair, reconstruct and replace the Easement Facilities pursuant to this Section 3.2 to insure the safe, lawful and reasonable operation of such Easement Facilities; *provided, however*, if such cure is one that will reasonably require more than fourteen (14) days to cure, the Burdened Owner shall not have the right to inspect, maintain, repair, reconstruct and replace the Easement Facilities if the Benefitted Owner commences cure within such fourteen (14) day period and diligently prosecutes the cure to completion within a reasonable period. Within thirty (30) days of written request, the Benefitted Owner shall reimburse the Burdened Owner for any costs and expenses incurred by the Burdened Owner in inspecting, maintaining, repairing, reconstructing and replacing any portion of the Easement Facilities and Easement Area pursuant to this Section 3.2. In the event the Benefitted Owner fails to reimburse any such costs and expenses within such thirty (30) day period, from and after such period the Benefitted Owner shall additionally be obligated to pay the Burdened Owner interest on any unreimbursed costs and expenses in the amount of ten percent (10%) per annum.

**4. Damage to easement Area or Burdened Property.** If the Benefitted Owner should damage or destroy any portion of the Easement Area or Burdened Property, the Benefitted Owner shall, at the election of the Burdened Owner, either (a) repair, reconstruct or replace such damaged or destroyed portion of the Easement Area or Burdened Property (at the Benefitted Owner's sole cost and expense) or (b) reimburse such party upon demand for all reasonable costs and expenses actually incurred by such party in repairing, reconstructing or replacing such damaged portion of the Easement Area or Burdened Property, as applicable.

## **5. Covenants**

**5.1 Mechanic's Liens and Removal of Liens.** The Benefitted Owner shall keep the Easement Area and Burdened Property free and clear of all design professional's mechanic's or materialmen's liens which may arise out of any laying down, location, construction, reconstruction, removal, replacement, inspection, repair or maintenance on the Easement Area or of the Easement Facilities or out of the Easement Uses or any other activities or work on the Easement Area or Easement Facilities. To the extent any such liens are recorded against the Burdened Property or any part thereof, the Benefitted Owner shall cause such lien to be released and removed within fifteen (15) days of knowledge or being served notice of such filing and/or recording, either by satisfaction or by the posting of a release bond in the amount required by statute

**5.2 Insurance.** At all times during the term of this Agreement the Benefitted Owner shall maintain excess municipal liability insurance in excess of a self-insured retention of \$250,000 through CSAC/EIA (California State Association of Counties/Excess Insurance Authority). Within its self-insured retention, the Benefitted Owner will be responsible for all loss, cost and expense. The Benefitted Owner retains the option to change its self-insured retention at any time. The Benefitted Owner agrees to name the Burdened Owner as additional insured under its excess municipal liability program up to a limit of

\$1,000,000 per occurrence. The Benefitted Owner shall provide that the Burdened Owner will receive thirty (30) days written notice from the insurer prior to cancellation of coverage.

**5.3 Indemnification.** The Benefitted Owner agrees to indemnify, defend and hold the Burdened Owner and its respective officers, directors, shareholders, partners, members, managers, affiliates, employees, representatives, agents, invitees, mortgagees, successors and assigns harmless from and against any and all claims, actions, causes of action, demands, damages, costs, liabilities, losses, judgments, expenses or costs of any kind or nature whatsoever (including, without limitation, attorney's fees) by reason of property damage, death or injury to persons arising from or relating to the indemnifying party's laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area.

**6. Notices.** Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:            People's Properties, LLC  
                                  Attn: Bernard Steimann  
\_\_\_\_\_  
\_\_\_\_\_  
Email: Bernard@pmcoc.com

If to Grantee:            City of Lemoore  
                                  Attn: Nathan Olson  
                                  119 Fox St.  
                                  Lemoore, California 93245  
                                  Email: nolson@lemoore.com

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for in this Section 6.

**7. Binding Effect and Governing Law.** This Agreement and all covenants and restrictions contained herein shall, to the fullest extent permitted by law and equity and without regard to technical classifications or designations, be deemed to be covenants running with the land of the Burdened Property, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is made with the intent of satisfying Section 1468 of the California Civil Code. This Agreement shall be governed and construed in accordance with the laws of the State of California.

**8. Entire Agreement.** This Agreement, including the recitals and Exhibits "A" and "B" attached hereto, all of which are incorporated herein by this reference, constitutes the entire agreement between the parties with respect to the grant of easement hereunder.

**9. Amendments.** Subject to Section 7 above, this Agreement may be amended, modified or supplemented only by a written document executed by all of the parties hereto (or their successors and assigns).

**10. Mortgagee Protection.** No violation or breach of the terms and conditions of this Agreement shall

affect or impair the liens or security rights of the holder of a Mortgage (as hereafter defined) given in good faith and for value which is now or in the future recorded against the Burdened Property; *provided, however*, that any such mortgagee shall be obligated to comply with any non-disturbance, recognition, attornment or similar agreement that it executes. With respect to any Mortgage recorded against the Burdened Property subsequent to the recording of this Agreement such mortgagee or any purchaser at a foreclosure sale resulting from such mortgage or other party taking title to the Burdened Property shall take subject to this Agreement and the terms and conditions set forth herein. The term “**Mortgage**” shall mean any recorded mortgage or deed of trust encumbering the Burdened Property.

**11. No Third Party Beneficiaries.** This Agreement is only for the benefit of the parties hereto and their successors and assigns as set forth in Section 7 above. Except as set forth in Section 5.3, no other person or entity or property shall be entitle to rely hereon, receive any benefit herefrom or enforce any provision hereof against any party hereto (or their respective successors assigns).

**12. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**In Witness Whereof**, the parties have executed this Easement Agreement as of the date first above written.

**“GRANTOR”**

**PEOPLE’S PROPERTIES, LLC,  
a California limited liability company**

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

Its: Managing Member

**“GRANTEE”**

**CITY OF LEMOORE,**

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

Mayor

**ATTEST:**

\_\_\_\_\_  
Deputy Clerk

**APPROVE AS TO FORM:**

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

**EXHIBIT “A”  
To  
Easement Agreement**

**LEGAL DESCRIPTION OF THE BURDENED PROPERTY**



**EXHIBIT  
“B”  
Page 1 of 2  
To  
Easement Agreement**

**LEGAL DESCRIPTION AND DEPICTION OF THE EASEMENT AREA**

**EXHIBIT  
“B”  
Page 2 of 2  
To  
Easement Agreement**

**LEGAL DESCRIPTION AND DEPICTION OF THE EASEMENT AREA**

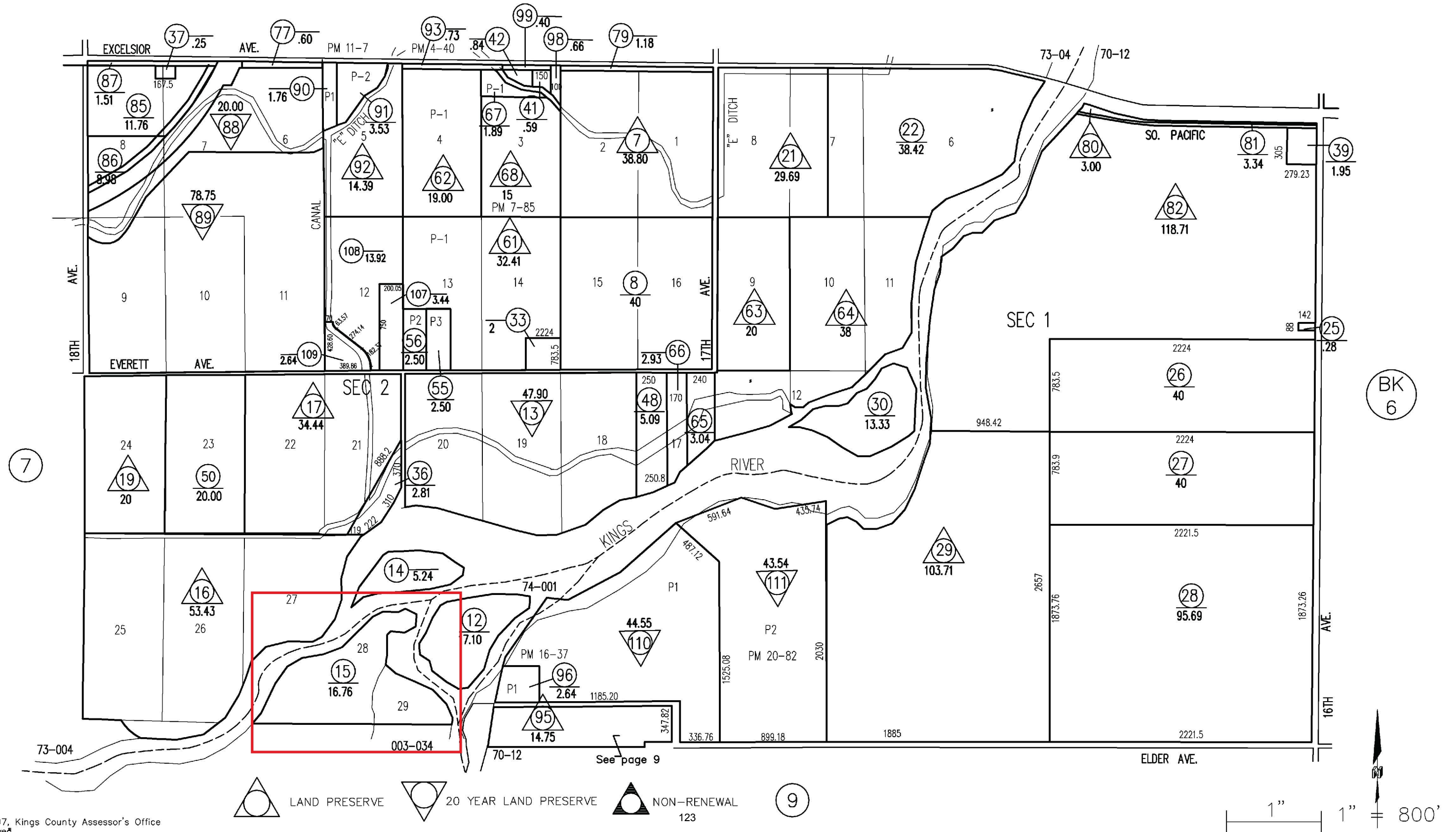
# KINGS COUNTY ASSESSOR'S MAP

## SEC 1 & 2-18-20

4-08

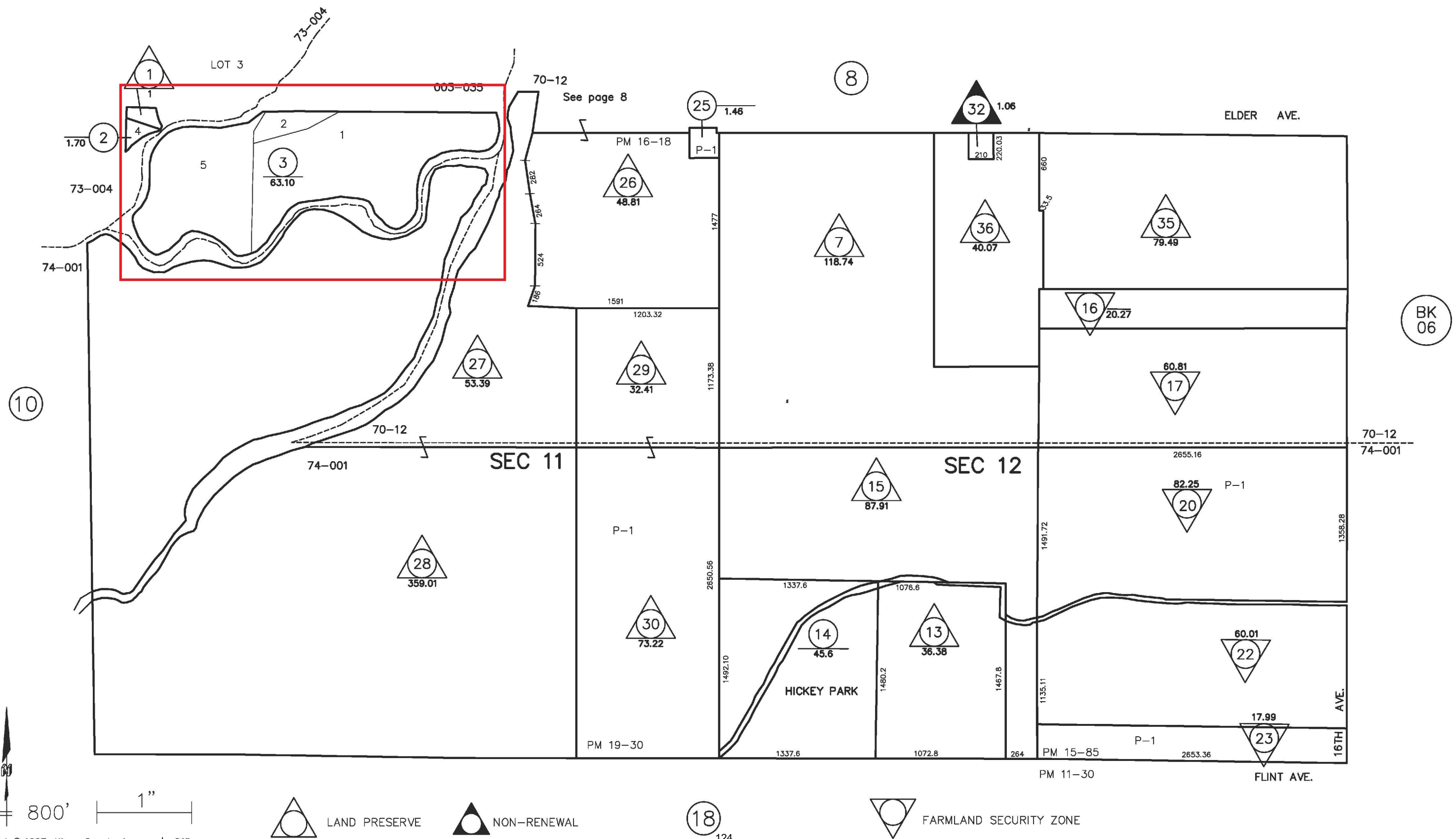
THIS MAP IS FOR ASSESSMENT PURPOSES ONLY  
IT IS NOT TO BE CONSTRUED AS PORTRAYING  
LEGAL OWNERSHIP OF DIVISIONS OF LAND FOR  
PURPOSES OF ZONING OR SUBDIVISION LAW.  
DECEMBER 2017

APN: 004-080-015



4-09

**APN: 004-090-003**











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

## Staff Report

Item No: 5-1

**To:** Lemoore City Council  
**From:** Nathan Olson, City Manager  
**Date:** September 30, 2020      **Meeting Date:** October 6, 2020  
**Subject:** Information Only – Upcoming Holiday Events

**Strategic Initiative:**

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

**Proposed Motion:**

Information Only.

**Subject/Discussion:**

The holidays are quickly approaching and the Parks and Recreation Department is planning to host safe events this year due to COVID-19. The county is currently in Purple status so traditional celebrations need to be carried out in accordance with state governance.

Staff has suggested a drive through Trunk or Treat event and also a Reverse Christmas Parade.

**Financial Consideration(s):**

Not applicable.

**Alternatives or Pros/Cons:**

None noted.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Not applicable.

**Attachments:**

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

**Review:**

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

**Date:**

10/01/2020  
10/02/2020  
10/02/2020  
10/01/2020  
10/01/2020



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

## Staff Report

**To:** Lemoore City Council  
**From:** Marisa Avalos, City Clerk  
**Date:** September 25, 2020      **Meeting Date:** October 6, 2020  
**Subject:** Activity Update

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

### Reports

- |                               |                    |
|-------------------------------|--------------------|
| ➤ Warrant Register – FY 20/21 | September 18, 2020 |
| ➤ Warrant Register – FY 20/21 | September 25, 2020 |



# Warrant Register 9-17-2020

PEI  
DATE: 09/17/2020  
TIME: 13:31:41

## CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.12	.00	MARY FRENCH
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.12	.00	ALLEN GOODMAN
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.13	.00	MARY FRENCH
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.13	.00	ALLEN GOODMAN
TOTAL						.00	112.50	.00	
4340									
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		167.91	.00	08/05/2020/09/04/2020
TOTAL						.00	167.91	.00	
TOTAL						.00	280.41	.00	

RUN DATE 09/17/2020 TIME 13:31:42

PEI - FUND ACCOUNTING

PEI  
DATE: 09/17/2020  
TIME: 13:31:41

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10417	-01 68096	0876 QUAD KNOPF, INC.		5,738.67	-5,738.67	TECHNICAL PLANNING SERVIC
3 /21	09/17/20	21	10417	-02 68096	0876 QUAD KNOPF, INC.		626.04	-626.04	GIS SERVICES & MAINTENANC
TOTAL						.00	6,364.71	-6,364.71	
TOTAL						.00	6,364.71	-6,364.71	

PEI  
DATE: 09/17/2020  
TIME: 13:31:41

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
3 /21	09/17/20	21		68105	0474 WEST VALLEY SUPP		277.62	.00	DIG 1 STA BATT
3 /21	09/17/20	21		68105	0474 WEST VALLEY SUPP		246.78	.00	LONG MIT B;L
TOTAL					OPERATING SUPPLIES	.00	524.40	.00	
4310					PROFESSIONAL CONTRACT SVC				
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		51.30	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		51.30	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		51.30	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		51.30	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		75.00	.00	MAT
TOTAL					PROFESSIONAL CONTRACT SVC	.00	280.20	.00	
4340					UTILITIES				
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		29.65	.00	08/05/2020/09/04/2020
3 /21	09/17/20	21		68091	0363 PG&E		12,671.56	.00	07/16/2020-08/16/2020
TOTAL					UTILITIES	.00	12,701.21	.00	
4360					TRAINING				
3 /21	09/17/20	21		68057	6238 COLLEGE OF THE S		226.00	.00	J AMBRIZ PERISHABLE
TOTAL					TRAINING	.00	226.00	.00	
TOTAL					MAINTENANCE DIVISION	.00	13,731.81	.00	

PEI  
DATE: 09/17/2020  
TIME: 13:31:41

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.13	.00	PATRICK MUNDY
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.13	.00	CHARLES STULL
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.12	.00	PATRICK MUNDY
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.12	.00	CHARLES STULL
TOTAL						.00	112.50	.00	
4310									
3 /21	09/17/20	21		68078	5035 LEMOORE ANIMAL C		38.00	.00	OFFICE VIST
3 /21	09/17/20	21		68078	5035 LEMOORE ANIMAL C		404.82	.00	OFFICE VIST/EXAMINATI
3 /21	09/17/20	21		68068	1156 HANFORD VETERINA		435.18	.00	DIESEL
3 /21	09/17/20	21	10379 -01	68067	5814 CITY OF HANFORD		16,102.39	-16,102.39	LEMOORE DISPATCH SERVICES
TOTAL						.00	16,980.39	-16,102.39	
4340									
3 /21	09/17/20	21		68101	0116 VERIZON WIRELESS		1,778.04	.00	07/17/2020-08/16/2020
3 /21	09/17/20	21		68101	0116 VERIZON WIRELESS		1,780.10	.00	07/17/2020-07/16/2020
3 /21	09/17/20	21		68059	6685 DIRECTTV		91.50	.00	09/04/2020-10/03/2020
TOTAL						.00	3,649.64	.00	
4360									
3 /21	09/17/20	21		68070	7190 JOANN ESTRELLA		112.00	.00	PER DIEM/MEAL EXPENSE
3 /21	09/17/20	21		68074	7092 KATARINA ESCOBAR		14.00	.00	MEAL EXPENSE
3 /21	09/17/20	21		68083	6286 OSVALDO MALDONAD		14.00	.00	MEAL EXPENSE
3 /21	09/17/20	21		68089	5123 RYAN O'BARR		14.00	.00	MEAL EXPENSE
3 /21	09/17/20	21		68073	T2619 JUSTIN PERKINS		14.00	.00	MEAL EXPENSE
TOTAL						.00	168.00	.00	
TOTAL						.00	20,910.53	-16,102.39	

PEI  
DATE: 09/17/2020  
TIME: 13:31:41

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/17/20	21		68107	7163 WITMER PUBLIC SA		931.00	.00	PO 10235 BOSTON LEATH
TOTAL						.00	931.00	.00	
4310									
3 /21	09/17/20	21	10377	-01 68067	5814 CITY OF HANFORD		12,076.79	-12,076.79	LEMOORE FIRE MONTHLY DISP
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		41.66	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		41.66	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		104.03	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		104.03	.00	UNIFORMS
TOTAL						.00	12,368.17	-12,076.79	
4340									
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		106.68	.00	08/05/2020/09/04/2020
TOTAL						.00	106.68	.00	
TOTAL					FIRE	.00	13,405.85	-12,076.79	

PEI  
DATE: 09/17/2020  
TIME: 13:31:41

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.13	.00	RONALD HENSON
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.12	.00	RONALD HENSON
TOTAL						.00	56.25	.00	
4340									
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		145.83	.00	08/05/2020/09/04/2020
TOTAL						.00	145.83	.00	
TOTAL						.00	202.08	.00	

PEI  
DATE: 09/17/2020  
TIME: 13:31:41

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10343	-01 68096	0876 QUAD KNOPF, INC.		402.39	-402.39	GENERAL ENGINEERING
3 /21	09/17/20	21	10343	-01 68096	0876 QUAD KNOPF, INC.		2,081.43	-2,081.43	GENERAL ENGINEERING
3 /21	09/17/20	21	10488	-01 68054	6733 BLACKBURN CONSUL		4,543.00	-4,543.00	MATERIALS TESTING VENTURE
3 /21	09/17/20	21	10491	-01 68096	0876 QUAD KNOPF, INC.		2,746.62	-2,746.62	200234 708 IONA PLAN CHEC
TOTAL						.00	9,773.44	-9,773.44	
4320									
3 /21	09/17/20	21	10389	-01 68103	6783 VIRTUAL PROJECT		500.00	-500.00	VIRTUAL PROJECT MANAGER M
TOTAL						.00	500.00	-500.00	
4340									
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		82.09	.00	08/05/2020/09/04/2020
TOTAL						.00	82.09	.00	
TOTAL						.00	10,355.53	-10,273.44	



PEI  
DATE: 09/17/2020  
TIME: 13:31:41

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		15.46	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		20.54	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		20.54	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		20.54	.00	UNIFORMS
3 /21	09/17/20	21	10492	-01 68064	5758 MARK FERNANDES		500.00	-500.00	LANDSCAPING AT CMC - 500/
3 /21	09/17/20	21	10492	-02 68064	5758 MARK FERNANDES		200.00	-200.00	LANDSCAPING AT PD - 200MO
TOTAL					PROFESSIONAL CONTRACT SVC	.00	777.08	-700.00	
4340					UTILITIES				
3 /21	09/17/20	21		68094	0363 PG&E		33.78	.00	07/29/2020-08/27/2020
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		1.06	.00	08/05/2020/09/04/2020
TOTAL					UTILITIES	.00	34.84	.00	
TOTAL					STREETS	.00	811.92	-700.00	

PEI  
DATE: 09/17/2020  
TIME: 13:31:41

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
3 /21	09/17/20	21		68105	0474 WEST VALLEY SUPP		51.44	.00	DIAPH ASSY
3 /21	09/17/20	21		68048	6081 ALL AMERICAN POO		118.50	.00	MURATIC ACID RETURNAB
3 /21	09/17/20	21		68105	0474 WEST VALLEY SUPP		293.74	.00	20"CHANNELLOCK
TOTAL					OPERATING SUPPLIES	.00	463.68	.00	
4310					PROFESSIONAL CONTRACT SVC				
3 /21	09/17/20	21		68087	7109 MAURICE A. HOUST		400.00	.00	HERITAGE PARK
3 /21	09/17/20	21		68087	7109 MAURICE A. HOUST		175.00	.00	KINGS LIONS PARK
3 /21	09/17/20	21		68087	7109 MAURICE A. HOUST		250.00	.00	SOCCER COMPLEX
3 /21	09/17/20	21		68087	7109 MAURICE A. HOUST		250.00	.00	19 AVE COMPLEX
3 /21	09/17/20	21		68087	7109 MAURICE A. HOUST		50.00	.00	LEMOORE VETERANS PARK
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		20.44	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		20.44	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		20.44	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		20.44	.00	UNIFORMS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,206.76	.00	
4340					UTILITIES				
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		1.06	.00	08/05/2020/09/04/2020
3 /21	09/17/20	21		68092	0363 PG&E		2,074.21	.00	07/29/20-08/27/2020
TOTAL					UTILITIES	.00	2,075.27	.00	
TOTAL					PARKS	.00	3,745.71	.00	

PEI  
DATE: 09/17/2020  
TIME: 13:31:41

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.12	.00	THOMAS HERNANDEZ
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.13	.00	THOMAS HERNANDEZ
TOTAL						.00	56.25	.00	
4340									
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		131.53	.00	08/05/2020/09/04/2020
TOTAL						.00	131.53	.00	
TOTAL						.00	187.78	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		124.64	.00	08/05/2020/09/04/2020
TOTAL						.00	124.64	.00	
TOTAL						.00	124.64	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21		68049	6813 ALTA LANGUAGE SE		66.00	.00	LISTENTING & SPEAKING
TOTAL						.00	66.00	.00	
TOTAL						.00	66.00	.00	
TOTAL						.00	70,186.97	-45,517.33	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 030 - OTHER GRANTS  
BUDGET UNIT - 5010 - S. VINE ST RECONSTRUCTION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10369	-01 68096	0876 QUAD KNOPF, INC.		2,590.10	-2,590.10	ENGINEERING FOR VINE STRE
TOTAL						.00	2,590.10	-2,590.10	
TOTAL					S. VINE ST RECONSTRUCTION	.00	2,590.10	-2,590.10	
TOTAL					OTHER GRANTS	.00	2,590.10	-2,590.10	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		229.28	.00	ULTRASORB
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		341.57	.00	FUEL/OIL FILTERLAMP
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		371.03	.00	AIR/OIL FUEL FILTER
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		451.46	.00	AIR/FUEL FILTERS
3	/21	09/17/20	21	68079	0314 LEMOORE AUTO SUP		57.82	.00	BRITE TOUCH-GLS WHITE
3	/21	09/17/20	21	68079	0314 LEMOORE AUTO SUP		43.33	.00	HYDRAULIC HOSE
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		126.19	.00	ASSRTMENT HOSES
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		85.79	.00	FILTER
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		249.07	.00	AIR/FUEL/OIL FILTER
TOTAL					OPERATING SUPPLIES	.00	1,955.54	.00	
4230					REPAIR/MAINT SUPPLIES				
3	/21	09/17/20	21	68079	0314 LEMOORE AUTO SUP		249.09	.00	HYDRAULIC HOSE
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		226.35	.00	POWER BRAKE BOOSTER
3	/21	09/17/20	21	68079	0314 LEMOORE AUTO SUP		193.93	.00	HYDRAULIC HOSE
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		215.51	.00	SPARK PLUG
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		171.33	.00	ULTRA PREMUIM FRONT B
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		141.56	.00	REV ALAR
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		145.22	.00	OIL/AIR/FUEL FILTER
3	/21	09/17/20	21	68052	1908 BATTERY SYSTEMS,		123.23	.00	BATTERIES
3	/21	09/17/20	21	68052	1908 BATTERY SYSTEMS,		123.23	.00	BATTERIES
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		110.24	.00	MPE IGN COIL
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		44.47	.00	ELECTRICAL CONNECTOR
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		47.18	.00	SERVICE CHAMBER 30
3	/21	09/17/20	21	68079	0314 LEMOORE AUTO SUP		54.82	.00	2000 GRIT 9X11 SAND
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		66.78	.00	BRAKE PADS- FRONT
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		93.79	.00	BRAKE PADS
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		29.91	.00	AIR BLOW GUN KIT
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		30.01	.00	MUD FLAP
3	/21	09/17/20	21	68079	0314 LEMOORE AUTO SUP		23.14	.00	210840 BUSHING
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		26.98	.00	2CYCLEOIL
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		41.28	.00	AIR BRK
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		20.33	.00	TRAILER CONN PLUG
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		7.23	.00	AIR FILTER
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		18.43	.00	ECH RELAY
3	/21	09/17/20	21	68076	0252 KINGS AUTO SUPPL		19.65	.00	AC SPARK PLUG
TOTAL					REPAIR/MAINT SUPPLIES	.00	2,223.69	.00	
4310					PROFESSIONAL CONTRACT SVC				
3	/21	09/17/20	21	68051	2653 AMERIPRIDE		42.09	.00	UNIFORMS
3	/21	09/17/20	21	68051	2653 AMERIPRIDE		42.09	.00	UNIFORMS
3	/21	09/17/20	21	68051	2653 AMERIPRIDE		42.09	.00	UNIFORMS
3	/21	09/17/20	21	68051	2653 AMERIPRIDE		48.59	.00	UNIFORMS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	174.86	.00	
4340					UTILITIES				

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ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
	09/17/20	21							
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		59.57	.00	08/05/2020/09/04/2020
TOTAL						.00	59.57	.00	
4350									
	09/17/20	21							
3 /21	09/17/20	21	10385	-01 68053	0056 BILLINGSLEY TIRE		410.05	-410.05	TIRE REPAIR/REPLACEMENT
3 /21	09/17/20	21	10385	-01 68053	0056 BILLINGSLEY TIRE		561.36	-561.36	TIRE REPAIR/REPLACEMENT
3 /21	09/17/20	21	10385	-01 68053	0056 BILLINGSLEY TIRE		561.36	-561.36	TIRE REPAIR/REPLACEMENT
3 /21	09/17/20	21	10385	-01 68053	0056 BILLINGSLEY TIRE		568.32	-568.32	TIRE REPAIR/REPLACEMENT
3 /21	09/17/20	21	10385	-01 68053	0056 BILLINGSLEY TIRE		669.62	-669.62	TIRE REPAIR/REPLACEMENT
3 /21	09/17/20	21	10385	-01 68053	0056 BILLINGSLEY TIRE		669.62	-669.62	TIRE REPAIR/REPLACEMENT
3 /21	09/17/20	21	10385	-01 68053	0056 BILLINGSLEY TIRE		723.78	-723.78	TIRE REPAIR/REPLACEMENT
3 /21	09/17/20	21	10385	-01 68053	0056 BILLINGSLEY TIRE		784.28	-784.28	TIRE REPAIR/REPLACEMENT
TOTAL						.00	4,948.39	-4,948.39	
TOTAL						.00	9,362.05	-4,948.39	
TOTAL						.00	9,362.05	-4,948.39	



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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220M					OPERATING SUPPLIES MAINT.				
3 /21	09/17/20	21		68106	6523 WEST VALLEY SUPP		56.56	.00	2" SLIP FIX
3 /21	09/17/20	21		68081	6541 LEMOORE HARDWARE		66.82	.00	12OZ FLT WHT ENAMEL
3 /21	09/17/20	21		68106	6523 WEST VALLEY SUPP		207.10	.00	Z SERIES 3"
3 /21	09/17/20	21		68081	6541 LEMOORE HARDWARE		21.85	.00	R.ED MARK PAINT
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		11.12	.00	5/16-18 CAPSCREW
3 /21	09/17/20	21		68080	6526 LEMOORE AUTO SUP		20.39	.00	COTTER PIN
TOTAL					OPERATING SUPPLIES MAINT.	.00	383.84	.00	
4309					STAFFING/TOM RINGER				
3 /21	09/17/20	21		68097	T1885 TOM RINGER		250.00	.00	MARK FRANTZ
3 /21	09/17/20	21		68097	T1885 TOM RINGER		1,442.60	.00	WORKMANS COMP
3 /21	09/17/20	21		68097	T1885 TOM RINGER		15,582.20	.00	PAYROLL
TOTAL					STAFFING/TOM RINGER	.00	17,274.80	.00	
4340					UTILITIES				
3 /21	09/17/20	21		68093	0363 PG&E		10,455.36	.00	08/04/2020-09/02/2020
TOTAL					UTILITIES	.00	10,455.36	.00	
4350					REPAIR/MAINT SERVICES				
3 /21	09/17/20	21		68097	T1885 TOM RINGER		1,201.78	.00	CANAL PIPE REPAIR
TOTAL					REPAIR/MAINT SERVICES	.00	1,201.78	.00	
TOTAL					GOLF COURSE-CITY	.00	29,315.78	.00	
TOTAL					GOLF COURSE - CITY	.00	29,315.78	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.12	.00	MARY ESPINOZA
3 /21	09/17/20	21		68086	6868 MIDAMERICA ADMIN		28.13	.00	MARY ESPINOZA
TOTAL						.00	56.25	.00	
4220									
3 /21	09/17/20	21		68062	5866 FASTENAL COMPANY		12.09	.00	CC600PERFBOX
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		12.86	.00	E-Z REACH
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		7.50	.00	RECIP SAWBLADE
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		124.30	.00	24" ADJ WRENCH
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		80.44	.00	DISPOSABLE FACE MASK
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		43.43	.00	7IN ADJ GEAR PULLER
3 /21	09/17/20	21	10388 -01	68104	5277 VISA PETROLEUM		1,810.92	-1,810.92	DEEP WELL PUMP OIL 55 GAL
TOTAL						.00	2,091.54	-1,810.92	
4220CH									
3 /21	09/17/20	21	10365 -02	68100	6058 UNIVAR		827.35	-827.35	CHANGER ODER #1 - ADD FUN
3 /21	09/17/20	21	10365 -02	68100	6058 UNIVAR		1,158.29	-1,158.29	CHANGER ODER #1 - ADD FUN
3 /21	09/17/20	21	10365 -02	68100	6058 UNIVAR		1,257.57	-1,257.57	CHANGER ODER #1 - ADD FUN
3 /21	09/17/20	21	10365 -02	68100	6058 UNIVAR		1,654.70	-1,654.70	CHANGER ODER #1 - ADD FUN
3 /21	09/17/20	21	10365 -02	68100	6058 UNIVAR		1,737.43	-1,737.43	CHANGER ODER #1 - ADD FUN
3 /21	09/17/20	21	10365 -02	68100	6058 UNIVAR		1,936.00	-1,936.00	CHANGER ODER #1 - ADD FUN
3 /21	09/17/20	21	10365 -02	68100	6058 UNIVAR		2,482.04	-2,482.04	CHANGER ODER #1 - ADD FUN
3 /21	09/17/20	21	10365 -02	68100	6058 UNIVAR		2,482.04	-2,482.04	CHANGER ODER #1 - ADD FUN
TOTAL						.00	13,535.42	-13,535.42	
4230									
3 /21	09/17/20	21	10375 -01	68063	0188 FERGUSON ENTERPR		402.15	-402.15	BLANKET PO WATER DISTRIBU
3 /21	09/17/20	21	10375 -02	68063	0188 FERGUSON ENTERPR		304.61	-304.61	BLANKET PO FIRE HYDRANTS
3 /21	09/17/20	21		68063	0188 FERGUSON ENTERPR		44.67	.00	REINF CNCRT LID W/RDR
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		12.55	.00	3M ELECTRICAL TAPE
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		16.61	.00	SWC- CONTOUR BLACK
3 /21	09/17/20	21		68066	2410 GAR BENNETT, LLC		35.05	.00	FFGASKET FIBER FILLED
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		41.78	.00	SHOP TOWEL
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		26.80	.00	SYNTHETIC OIL
TOTAL						.00	884.22	-706.76	
4310									
3 /21	09/17/20	21		68085	4051 MATSON ALARM CO.		42.50	.00	10/01/2020-10/31/2020
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		84.49	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		96.29	.00	UNIFORMS
3 /21	09/17/20	21		68047	2914 AAA QUALITY SERV		99.79	.00	POTTY RENTAL
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		61.29	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		67.79	.00	UNIFORMS
3 /21	09/17/20	21		68047	2914 AAA QUALITY SERV		128.97	.00	POTTY RENTALS
3 /21	09/17/20	21	10414 -01	68067	5814 CITY OF HANFORD		4,025.60	-4,025.60	WATER PORTION
TOTAL						.00	4,606.72	-4,025.60	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC (cont'd)				
4310LAB					LABS FOR TESTING - PROF				
3 /21	09/17/20	21	10373	-01 68055	1397 BSK ANALYTICAL L		28.00	-28.00	BLANKET PO ANALYTICAL TES
3 /21	09/17/20	21	10373	-01 68055	1397 BSK ANALYTICAL L		28.00	-28.00	BLANKET PO ANALYTICAL TES
3 /21	09/17/20	21	10373	-01 68055	1397 BSK ANALYTICAL L		28.00	-28.00	BLANKET PO ANALYTICAL TES
3 /21	09/17/20	21	10373	-01 68055	1397 BSK ANALYTICAL L		60.00	-60.00	BLANKET PO ANALYTICAL TES
3 /21	09/17/20	21	10373	-01 68055	1397 BSK ANALYTICAL L		112.00	-112.00	BLANKET PO ANALYTICAL TES
3 /21	09/17/20	21	10373	-01 68055	1397 BSK ANALYTICAL L		224.00	-224.00	BLANKET PO ANALYTICAL TES
3 /21	09/17/20	21	10373	-01 68055	1397 BSK ANALYTICAL L		224.00	-224.00	BLANKET PO ANALYTICAL TES
3 /21	09/17/20	21	10373	-01 68055	1397 BSK ANALYTICAL L		261.50	-261.50	BLANKET PO ANALYTICAL TES
TOTAL					LABS FOR TESTING - PROF	.00	965.50	-965.50	
4340					UTILITIES				
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		1,059.73	.00	08/05/2020/09/04/2020
3 /21	09/17/20	21		68095	6627 PG&E NON ENERGY		481.72	.00	ELECTRIC DISTRUBUTION
TOTAL					UTILITIES	.00	1,541.45	.00	
4360					TRAINING				
3 /21	09/17/20	21		68099	2344 STATE WATER RESO		90.00	.00	JERAMEY CLIMER RENEW
TOTAL					TRAINING	.00	90.00	.00	
4380					RENTALS & LEASES				
3 /21	09/17/20	21	10376	-01 68084	7175 MATHESON TRI-GAS		950.00	-950.00	STATION 11 LOX TANK RENTA
3 /21	09/17/20	21	10376	-01 68084	7175 MATHESON TRI-GAS		950.00	-950.00	STATION 11 LOX TANK RENTA
3 /21	09/17/20	21	10376	-01 68084	7175 MATHESON TRI-GAS		950.00	-950.00	STATION 11 LOX TANK RENTA
TOTAL					RENTALS & LEASES	.00	2,850.00	-2,850.00	
TOTAL					WATER	.00	26,621.10	-23,894.20	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10473	-01 68069	5546 INFOSEND		1,448.02	-1,448.02	UTILITY BILLING STATEMENT
3 /21	09/17/20	21	10473	-01 68069	5546 INFOSEND		1,453.95	-1,453.95	UTILITY BILLING STATEMENT
TOTAL						.00	2,901.97	-2,901.97	
4335									
3 /21	09/17/20	21	10473	-02 68069	5546 INFOSEND		2,723.53	-2,723.53	UTILITY BILLING STATEMENT
3 /21	09/17/20	21	10473	-02 68069	5546 INFOSEND		2,724.84	-2,724.84	UTILITY BILLING STATEMENT
TOTAL						.00	5,448.37	-5,448.37	
TOTAL					UTILITY OFFICE	.00	8,350.34	-8,350.34	
TOTAL					WATER	.00	34,971.44	-32,244.54	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
	3 /21	09/17/20	21	68086	6868 MIDAMERICA ADMIN		28.13	.00	DAN GARCIA
	3 /21	09/17/20	21	68086	6868 MIDAMERICA ADMIN		28.12	.00	DAN GARCIA
TOTAL						.00	56.25	.00	
4230									
	3 /21	09/17/20	21	68065	6751 FURTADO WELDING		42.62	.00	CHOP SAW WHEEL
	3 /21	09/17/20	21	68079	0314 LEMOORE AUTO SUP		33.65	.00	FLAT WASHER
TOTAL						.00	76.27	.00	
4310									
	3 /21	09/17/20	21	68051	2653 AMERIPRIDE		75.52	.00	UNIFORMS
	3 /21	09/17/20	21	68051	2653 AMERIPRIDE		67.52	.00	UNIFORMS
	3 /21	09/17/20	21	68051	2653 AMERIPRIDE		85.21	.00	UNIFORMS
	3 /21	09/17/20	21	68051	2653 AMERIPRIDE		80.52	.00	UNIFORMS
	3 /21	09/17/20	21	10414 -02 68067	5814 CITY OF HANFORD		4,025.60	-4,025.60	REFUSE PORTION
	3 /21	09/17/20	21	10411 -01 68061	6869 WELLS FARGO BANK		759.20	-759.20	TEMP AGENCY (PART TIME HE
	3 /21	09/17/20	21	10411 -01 68061	6869 WELLS FARGO BANK		759.20	-759.20	TEMP AGENCY (PART TIME HE
	3 /21	09/17/20	21	10332 -01 68077	0234 KINGS WASTE AND		83,694.40	-83,694.40	TIPPING FEE'S
TOTAL						.00	89,547.17	-89,238.40	
4320									
	3 /21	09/17/20	21	68098	6759 SWANA		253.00	.00	MEMBERSHIP
TOTAL						.00	253.00	.00	
4340									
	3 /21	09/17/20	21	68102	0116 VERIZON WIRELESS		373.51	.00	08/05/2020/09/04/2020
TOTAL						.00	373.51	.00	
TOTAL						.00	90,306.20	-89,238.40	
TOTAL						.00	90,306.20	-89,238.40	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230					REPAIR/MAINT SUPPLIES				
3 /21	09/17/20	21		68062	5866 FASTENAL COMPANY		61.12	.00	COILED COPPER TUBBING
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		40.65	.00	WOLF'S HEAD RED GARDE
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		10.62	.00	HOSE CLAMP
3 /21	09/17/20	21		68105	0474 WEST VALLEY SUPP		19.93	.00	TYPE A CAM AND GROOVE
3 /21	09/17/20	21		68079	0314 LEMOORE AUTO SUP		12.86	.00	7/16 SCREW PIN ANCHOR
TOTAL					REPAIR/MAINT SUPPLIES	.00	145.18	.00	
4310					PROFESSIONAL CONTRACT SVC				
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		53.88	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		53.88	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		49.23	.00	UNIFORMS
3 /21	09/17/20	21		68051	2653 AMERIPRIDE		49.23	.00	UNIFORMS
3 /21	09/17/20	21	10414 -03	68067	5814 CITY OF HANFORD		4,025.60	-4,025.60	WASTEWATER PORTION
3 /21	09/17/20	21	10364 -02	68056	1599 CHEMSEARCH		1,053.20	-1,053.20	WASTEWATER ECOFLOW BIO-AM
3 /21	09/17/20	21	10383 -01	68082	6156 LEPRINO FOODS CO		16,138.25	-16,138.25	WATER DISPOSAL FEE PER AG
TOTAL					PROFESSIONAL CONTRACT SVC	.00	21,423.27	-21,217.05	
4340					UTILITIES				
3 /21	09/17/20	21		68102	0116 VERIZON WIRELESS		496.39	.00	08/05/2020/09/04/2020
TOTAL					UTILITIES	.00	496.39	.00	
TOTAL					SEWER	.00	22,064.84	-21,217.05	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 060 - SEWER& STORM WTR DRAINAGE  
BUDGET UNIT - 5308 - CEDAR LIFT STATION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10487	-01 68054	6733 BLACKBURN CONSUL		2,253.50	-2,253.50	MATERIALS TESTING CEDAR L
TOTAL						.00	2,253.50	-2,253.50	
TOTAL						.00	2,253.50	-2,253.50	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 060 - SEWER& STORM WTR DRAINAGE  
BUDGET UNIT - 5310 - SEWER LIFT STATION 9A

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10478	-01 68096	0876 QUAD KNOPF, INC.		2,126.00	-2,126.00	PROJECT #170216 SANITARY
TOTAL						.00	2,126.00	-2,126.00	
TOTAL						.00	2,126.00	-2,126.00	



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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 060 - SEWER& STORM WTR DRAINAGE  
BUDGET UNIT - 5502 - STORM DRAIN BELLHAVEN/COL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10345	-01 68096	0876 QUAD KNOPF, INC.		12,805.00	-12,805.00	ENGINEERING FOR BELLEHAVE
TOTAL						.00	12,805.00	-12,805.00	
TOTAL						.00	12,805.00	-12,805.00	
TOTAL						.00	39,249.34	-38,401.55	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 065 - STREETS CAP - EAST  
BUDGET UNIT - 5013 - BUSH AVE 19TH OVERLAY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10344	-01 68096	0876 QUAD KNOPF, INC.		6,903.00	-6,903.00	BUSH STREET OVERLAY ENGIN
TOTAL						.00	6,903.00	-6,903.00	
TOTAL						.00	6,903.00	-6,903.00	
TOTAL						.00	6,903.00	-6,903.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10370	-01 68096	0876 QUAD KNOFF, INC.		948.50	-948.50	PROJECT #180249-DAPHNE ST
TOTAL						.00	948.50	-948.50	
TOTAL						.00	948.50	-948.50	
TOTAL						.00	948.50	-948.50	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 160 - 2016 BOND FUND  
BUDGET UNIT - 5202 - TTHM PROJECT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
3 /21	09/17/20	21	10446	-01 68071	7095 JR FILANC CONSTR		1,547,211.92	-1,547,211.92	CARRY OVER FMP - TTHM
TOTAL						.00	1,547,211.92	-1,547,211.92	
TOTAL						.00	1,547,211.92	-1,547,211.92	
TOTAL						.00	1,547,211.92	-1,547,211.92	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
3 /21	09/17/20	21		68090	0363 PG&E		123.98	.00	07/22/2020-08/20/2020
TOTAL						.00	123.98	.00	
TOTAL						.00	123.98	.00	
TOTAL						.00	123.98	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
3 /21	09/17/20	21		68090	0363 PG&E		49.31	.00	07/22/2020-08/20/2020
TOTAL						.00	49.31	.00	
TOTAL						.00	49.31	.00	
TOTAL						.00	49.31	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 206 - LLMD ZONE 6 CAPISTRANO  
BUDGET UNIT - 4856 - LLMD ZONE 6 CAPISTRANO

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
3 /21	09/17/20	21		68090	0363 PG&E		9.86	.00	07/22/2020-08/20/2020
TOTAL						.00	9.86	.00	
TOTAL						.00	9.86	.00	
TOTAL						.00	9.86	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
3 /21	09/17/20	21		68090	0363 PG&E		9.86	.00	07/22/2020-08/20/2020
TOTAL						.00	9.86	.00	
TOTAL						.00	9.86	.00	
TOTAL						.00	9.86	.00	



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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
3 /21	09/17/20	21		68090	0363 PG&E		19.72	.00	07/22/2020-08/20/2020
TOTAL						.00	19.72	.00	
TOTAL						.00	19.72	.00	
TOTAL						.00	19.72	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm091820'  
ACCOUNTING PERIOD: 3/21

FUND - 212 - LLMD ZONE 12 SUMMERWIND  
BUDGET UNIT - 4862 - LLMD ZONE 12 SUMMERWIND

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/17/20	21		68105	0474 WEST VALLEY SUPP		22.92	.00	HUNTER PRO SPRAY
TOTAL						.00	22.92	.00	
4340									
3 /21	09/17/20	21		68090	0363 PG&E		19.93	.00	07/22/2020-08/20/2020
TOTAL						.00	19.93	.00	
TOTAL						.00	42.85	.00	
TOTAL						.00	42.85	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
3 /21	09/17/20	21		68090	0363 PG&E		31.32	.00	07/22/2020-08/20/2020
TOTAL						.00	31.32	.00	
4352									
3 /21	09/17/20	21	10490	-01 68058	7189 D.R. HORTON CA3		18,480.25	-18,480.25	1/2 OF 3 STREET LIGHTS PF
TOTAL						.00	18,480.25	-18,480.25	
TOTAL						.00	18,511.57	-18,480.25	
TOTAL						.00	18,511.57	-18,480.25	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm091820'  
ACCOUNTING PERIOD: 3/21

FUND - 252 - PFMD ZONE 2  
BUDGET UNIT - 4872 - PFMD ZONE 2

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10351	-01 68060	5637 EMTS, INC.		1,785.00	-1,785.00	YEARLY MAINTENANCE DEVANT
TOTAL						.00	1,785.00	-1,785.00	
4340									
3 /21	09/17/20	21		68090	0363 PG&E		162.85	.00	07/22/2020-08/20/2020
TOTAL						.00	162.85	.00	
TOTAL					PFMD ZONE 2	.00	1,947.85	-1,785.00	
TOTAL					PFMD ZONE 2	.00	1,947.85	-1,785.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm091820'  
ACCOUNTING PERIOD: 3/21

FUND - 253 - PFMD ZONE 3  
BUDGET UNIT - 4873 - PFMD ZONE 3

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10353	-01 68060	5637 EMTS, INC.		952.00	-952.00	YEARLY MAINTENANCE SILVA
TOTAL						.00	952.00	-952.00	
4340									
3 /21	09/17/20	21		68090	0363 PG&E		10.03	.00	07/22/2020-08/20/2020
TOTAL						.00	10.03	.00	
TOTAL						.00	962.03	-952.00	
TOTAL						.00	962.03	-952.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 254 - PFMD ZONE 4  
BUDGET UNIT - 4874 - PFMD ZONE 4

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
3 /21	09/17/20	21		68090	0363 PG&E		34.80	.00	07/22/2020-08/20/2020
TOTAL						.00	34.80	.00	
TOTAL						.00	34.80	.00	
TOTAL						.00	34.80	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm091820'  
ACCOUNTING PERIOD: 3/21

FUND - 255 - PFMD ZONE 5  
BUDGET UNIT - 4875 - PFMD ZONE 5

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
3 /21	09/17/20	21		68090	0363 PG&E		127.07	.00	07/22/2020-08/20/2020
TOTAL						.00	127.07	.00	
TOTAL						.00	127.07	.00	
TOTAL						.00	127.07	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

FUND - 256 - PFMD ZONE 6  
BUDGET UNIT - 4876 - PFMD ZONE 6

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/17/20	21	10354	-01 68060	5637 EMTS, INC.		650.00	-650.00	YEARLY MAINTENANCE SAGE C
TOTAL						.00	650.00	-650.00	
TOTAL						.00	650.00	-650.00	
TOTAL						.00	650.00	-650.00	



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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM091820'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
3 /21	09/17/20	21		68088	6245 MOORE TWINING AS		1,979.00	.00	MATERIAL INSPECTION A
3 /21	09/17/20	21	10448	-01 68072	7097 JTS MODULAR		29,212.50	-29,212.50	POLICE DISPATCH MODULAR B
TOTAL						.00	31,191.50	-29,212.50	
TOTAL					REGIONAL DISPATCH CENTER	.00	31,191.50	-29,212.50	
TOTAL					PUBLIC SAFETY DISPATCH	.00	31,191.50	-29,212.50	
TOTAL					REPORT	.00	1,884,725.70	-1,819,083.48	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/24/20	21		68185	7181 SANTA MARIA CALI		145.80	.00	SALES TAX ORDIANCE
3 /21	09/24/20	21		68185	7181 SANTA MARIA CALI		161.77	.00	SALES TAX ORDIANCE
TOTAL						.00	307.57	.00	
TOTAL						.00	307.57	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
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FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/24/20	21		68178	5352 SHRED-IT USA, IN		26.42	.00	SHRED-FINANCE
3 /21	09/24/20	21	10430	-01 68154	7148 LOOMIS		164.32	-164.32	FY21 ARMORED CAR SERVICE
3 /21	09/24/20	21	10454	-01 68170	6316 PRICE PAIGE & CO		10,579.00	-10,579.00	PROFESSIONAL FINANCIAL CO
TOTAL					PROFESSIONAL CONTRACT SVC	.00	10,769.74	-10,743.32	
4360									
3 /21	09/24/20	21		68134	5308 GOVERNMENT FINAN		85.00	.00	CLASS REGISTRATION
TOTAL					TRAINING	.00	85.00	.00	
TOTAL					FINANCE	.00	10,854.74	-10,743.32	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
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FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4216 - PLANNING

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
3 /21	09/24/20	21	10497	-01 68171	0876 QUAD KNOPF, INC.		894.00	-894.00	PREPARATION OF MITIGATED
3 /21	09/24/20	21	10497	-01 68171	0876 QUAD KNOPF, INC.		10,281.00	-10,281.00	PREPARATION OF MITIGATED
3 /21	09/24/20	21	10417	-01 68171	0876 QUAD KNOPF, INC.		68.29	-68.29	TECHNICAL PLANNING SERVIC
3 /21	09/24/20	21	10417	-01 68171	0876 QUAD KNOPF, INC.		136.58	-136.58	TECHNICAL PLANNING SERVIC
3 /21	09/24/20	21	10417	-02 68171	0876 QUAD KNOPF, INC.		7.45	-7.45	GIS SERVICES & MAINTENANC
3 /21	09/24/20	21	10417	-02 68171	0876 QUAD KNOPF, INC.		14.90	-14.90	GIS SERVICES & MAINTENANC
3 /21	09/24/20	21	10417	-03 68171	0876 QUAD KNOPF, INC.		39.28	-39.28	CHANGE ORDER 1- LACEY RAN
3 /21	09/24/20	21	10417	-03 68171	0876 QUAD KNOPF, INC.		78.56	-78.56	CHANGE ORDER 1- LACEY RAN
TOTAL					PROFESSIONAL CONTRACT SVC	.00	11,520.06	-11,520.06	
TOTAL					PLANNING	.00	11,520.06	-11,520.06	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220S									
3 /21	09/24/20	21		68158	5333 MEDALLION SUPPLY		193.37	.00	12-277V PHOTO CONTROL
TOTAL						.00	193.37	.00	
4310									
3 /21	09/24/20	21		68173	5287 RES COM PEST CON		38.00	.00	PEST CONTROL 411W D
TOTAL						.00	38.00	.00	
TOTAL					MAINTENANCE DIVISION	.00	231.37	.00	

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CITY OF LEMOORE  
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220U									
3 /21	09/24/20	21		68141	7074 J H TACKETT MARK		100.77	.00	PURCHASE OF CS411 WOM
TOTAL						.00	100.77	.00	
4310									
3 /21	09/24/20	21		68178	5352 SHRED-IT USA, IN		222.99	.00	SHRED-PD
TOTAL						.00	222.99	.00	
4340									
3 /21	09/24/20	21		68110	5048 AT&T MOBILITY		858.30	.00	08/03/2020-09/02/2020
TOTAL						.00	858.30	.00	
4360									
3 /21	09/24/20	21		68111	T2034 ROGELIO AVELAR		42.00	.00	MEAL EXPENSE
3 /21	09/24/20	21		68156	6286 OSVALDO MALDONAD		14.00	.00	MEAL EXPENSE
3 /21	09/24/20	21		68136	2688 JOHN HENDERSON		14.00	.00	MEAL EXPENSE
3 /21	09/24/20	21		68176	T2228 KODY ROGERS		14.00	.00	MEAL EXPENSE
3 /21	09/24/20	21		68177	6883 CLEBY SANTOS		14.00	.00	MEAL EXPENSE
TOTAL						.00	98.00	.00	
4380									
3 /21	09/24/20	21		68115	1817 C.A. REDING COMP		364.35	.00	PD PRINTER
3 /21	09/24/20	21	10422	-01 68189	5842 U.S. BANK EQUIPM		711.33	-711.33	CONTRACT PAYMENT COPIER
TOTAL						.00	1,075.68	-711.33	
TOTAL					POLICE	.00	2,355.74	-711.33	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220		OPERATING SUPPLIES						
3 /21 09/24/20 21			68152	0304 LEMOORE HARDWARE		187.68	.00	WIND TUNNEL 2 HOUSE V
3 /21 09/24/20 21			68153	0313 LEMOORE VOLUNTEE		214.30	.00	SUPERMERCADO
3 /21 09/24/20 21			68153	0313 LEMOORE VOLUNTEE		627.48	.00	GROCERY OUTLET/SMART
3 /21 09/24/20 21			68152	0304 LEMOORE HARDWARE		6.75	.00	10.5OZ WHT LITH GREAS
3 /21 09/24/20 21			68152	0304 LEMOORE HARDWARE		56.79	.00	32OZ MOP & GLO CLEANE
TOTAL		OPERATING SUPPLIES			.00	1,093.00	.00	
4230		REPAIR/MAINT SUPPLIES						
3 /21 09/24/20 21			68152	0304 LEMOORE HARDWARE		81.46	.00	16OZ SLIME TIRE SEALA
3 /21 09/24/20 21			68152	0304 LEMOORE HARDWARE		34.30	.00	9OZ 5 MIN EPOXY
3 /21 09/24/20 21			68152	0304 LEMOORE HARDWARE		7.59	.00	1' LETT/NUM STENCIL S
3 /21 09/24/20 21			68152	0304 LEMOORE HARDWARE		10.71	.00	15A YEL HD CONNECTOR
3 /21 09/24/20 21			68152	0304 LEMOORE HARDWARE		98.92	.00	MP BST 2PK 4X3/8 COV
TOTAL		REPAIR/MAINT SUPPLIES			.00	232.98	.00	
TOTAL		FIRE			.00	1,325.98	.00	

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ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68158	5333 MEDALLION SUPPLY		385.66	.00	600A 600V CLAMP METER
TOTAL						.00	385.66	.00	
4340									
3 /21	09/24/20	21		68166	0363 PG&E		30.44	.00	07/29/2020-08/27/2020
TOTAL						.00	30.44	.00	
4350									
3 /21	09/24/20	21		68172	0388 REED ELECTRIC, L		390.00	.00	JOB LOCATION:TAMMY AN
TOTAL						.00	390.00	.00	
TOTAL					STREETS	.00	806.10	.00	



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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68152	0304 LEMOORE HARDWARE		13.27	.00	1/2CMPX1/2MPT ADAPTER
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		77.28	.00	SPARK PLUG NGK
TOTAL						.00	90.55	.00	
4310									
3 /21	09/24/20	21		68179	5235 STATE DISBURSEME		75.00	.00	MAURICE HOUSTON
TOTAL						.00	75.00	.00	
4350									
3 /21	09/24/20	21		68172	0388 REED ELECTRIC, L		130.00	.00	JOB LOCATION:19TH AVE
3 /21	09/24/20	21		68172	0388 REED ELECTRIC, L		354.72	.00	JOB LOCATION: D ST FO
TOTAL						.00	484.72	.00	
TOTAL						.00	650.27	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/24/20	21	10433	-01 68182	0809 TAG-AMS, INC.		80.00	-80.00	DRUG TESTING FEES
TOTAL						.00	80.00	-80.00	
TOTAL						.00	80.00	-80.00	
TOTAL						.00	28,131.83	-23,054.71	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 019 - CARES  
BUDGET UNIT - 4719 - CARES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING	SUPPLIES					
3	/21	09/24/20	21	68114	7204 BRENDA JOHNSON		1,500.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68145	7203 KOU WONG		2,500.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68113	7191 PHILIP WREN		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68109	7201 ADELINA AVINA TU		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68175	6257 RYAN ROCHA		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68117	7196 CARRIE RICO		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68127	7152 ELTON L. GRAY		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68121	7195 CRYSTAL AKEREDOL		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68126	7193 DARRIN DUTRA		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68155	7199 LUCY JONES		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68147	5035 LEMOORE ANIMAL C		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68159	7194 CHARLES M. KRANT		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68180	7198 SUNNY LAW		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68181	7197 SUNNY LAW		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68162	7192 THOMAS NIX		5,000.00	.00	COVID-19 SMALL BUSINE
3	/21	09/24/20	21	68123	7200 CYNTHIA ARAIZA P		5,000.00	.00	COVID-19 SMALL BUSNIE
TOTAL			OPERATING	SUPPLIES		.00	74,000.00	.00	
TOTAL			CARES			.00	74,000.00	.00	
TOTAL			CARES			.00	74,000.00	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	09/24/20	21		68129	5866 FASTENAL COMPANY		413.82	.00	L GWBN GLOVE
	09/24/20	21		68187	6918 UNITED LABORATOR		285.79	.00	SMART SOLVE UNVRSL
TOTAL						.00	699.61	.00	
4220F									
	09/24/20	21	10367 -01	68132	0068 GARY V. BURROWS,		7,520.50	-7,520.50	BLANKET PO FOR FUEL
TOTAL						.00	7,520.50	-7,520.50	
4230									
	09/24/20	21		68140	6715 INTERSTATE BILLI		136.11	.00	SLEEVE-CAB SUPPORT
	09/24/20	21		68112	1908 BATTERY SYSTEMS,		142.54	.00	BATTERIES/A-CORES
	09/24/20	21		68140	6715 INTERSTATE BILLI		103.83	.00	SPRING-HOLLOW RUBBER
	09/24/20	21		68163	6120 O'REILLY AUTO PA		60.21	.00	WASHER NOZZL
	09/24/20	21		68144	0252 KINGS AUTO SUPPL		45.01	.00	DEL100 15W40 GAL
	09/24/20	21		68163	6120 O'REILLY AUTO PA		30.11	.00	WASHER NOZZL
	09/24/20	21		68146	0286 LAWRENCE TRACTOR		96.49	.00	V-BELT
	09/24/20	21		68112	1908 BATTERY SYSTEMS,		-18.00	.00	A-CORES
	09/24/20	21		68163	6120 O'REILLY AUTO PA		5.81	.00	RELAY
	09/24/20	21	10484 -02	68137	4048 HI-TECH E V S, I		281.94	-281.94	CLASS 1 2 & 1/2 0-600WF E
TOTAL						.00	884.05	-281.94	
4310									
	09/24/20	21	10493 -01	68125	6747 DOSSIER SYSTEMS,		4,376.90	-4,376.90	DOSSIER
TOTAL						.00	4,376.90	-4,376.90	
4350									
	09/24/20	21		68118	5964 CENTRAL VALLEY U		300.30	.00	TRK #38 DRIVER SEAT
	09/24/20	21		68118	5964 CENTRAL VALLEY U		300.30	.00	TRK #38 PASSENGER SEA
TOTAL						.00	600.60	.00	
TOTAL						.00	14,081.66	-12,179.34	
TOTAL						.00	14,081.66	-12,179.34	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 041 - RMA - INT GOVT SVC  
BUDGET UNIT - 4742 - RISK MANAGEMENT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/24/20	21	10415	-01 68122	0123 CSJVRMA		230,284.00	-230,284.00	RISK MANAGEMENT PROGRAMS
TOTAL						.00	230,284.00	-230,284.00	
TOTAL						.00	230,284.00	-230,284.00	
TOTAL						.00	230,284.00	-230,284.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000P									
3 /21	09/24/20	21	10395	-01 68116	6476 CALLAWAY		809.37	-809.37	GOLF BALLS, EQUIPMENT, CA
3 /21	09/24/20	21		68135	6453 GLOBAL TOUR GOLF		354.24	.00	CP2 PRO-MIDSIZE 60R
3 /21	09/24/20	21		68160	6588 MIZUNO		390.80	.00	WHITE
3 /21	09/24/20	21		68183	6443 TAYLORMADE GOLF		291.60	.00	ND18 LONG & SOFT 15BP
3 /21	09/24/20	21		68135	6453 GLOBAL TOUR GOLF		115.80	.00	PTS PROLENGTH 2 3/4"
3 /21	09/24/20	21		68186	6450 TITLEIST		155.61	.00	PER SHORT MENS KHAKI
3 /21	09/24/20	21		68116	6476 CALLAWAY		14.27	.00	GOLF CLUBS
TOTAL						.00	2,131.69	-809.37	
4220F									
3 /21	09/24/20	21	10400	-01 68133	6445 GARY V. BURROWS,		877.57	-877.57	MAINTENANCE EQUIPMENT FUE
TOTAL						.00	877.57	-877.57	
4220K									
3 /21	09/24/20	21		68119	6624 CINTAS		57.63	.00	KITCHEN SUPPLIES
TOTAL						.00	57.63	.00	
4220M									
3 /21	09/24/20	21		68149	6526 LEMOORE AUTO SUP		25.05	.00	5/16 X 25 FUEL HOSE
3 /21	09/24/20	21		68190	6206 WILBUR-ELLIS COM		332.48	.00	WECO
TOTAL						.00	357.53	.00	
4310									
3 /21	09/24/20	21		68174	6548 TOM RINGER		387.00	.00	GOLF LESSON AUG 2020
3 /21	09/24/20	21		68184	6812 TERMINIX PROCESS		60.00	.00	PEST CONTROL GOLF
TOTAL						.00	447.00	.00	
4340									
3 /21	09/24/20	21		68150	0297 LEMOORE CANAL &		276.00	.00	952/953 CITY/LAGUNA
TOTAL						.00	276.00	.00	
TOTAL						.00	4,147.42	-1,686.94	
TOTAL						.00	4,147.42	-1,686.94	

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PEI - FUND ACCOUNTING

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
OPERATING SUPPLIES									
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		128.67	.00	2X30 RATCHET TIE DOWN
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		90.05	.00	CO TRAC HYDFLUID GAL
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		77.16	.00	WASP HORNET KILLER
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		80.44	.00	DISPOSABLE FACE MASK
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		53.60	.00	GLOVIES LARGES
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		29.67	.00	HOT RIM ALL WHL CLNR
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		32.16	.00	TIEDOWN 14 1 000
3	/21	09/24/20	21	68152	0304 LEMOORE HARDWARE		32.69	.00	3/4"MPT STRAIGHT BIBB
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		34.28	.00	HOT RIM ALL WHL CLNR
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		42.43	.00	SDRV R 2X1-1/2 SLOT
3	/21	09/24/20	21	68152	0304 LEMOORE HARDWARE		15.00	.00	EVER4PK AA LETH BATTE
3	/21	09/24/20	21	68152	0304 LEMOORE HARDWARE		10.71	.00	5/8SS MTL DRAW/CABL L
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		11.24	.00	JB KWIK
3	/21	09/24/20	21	68129	5866 FASTENAL COMPANY		12.99	.00	IC WB CAUTN BLU 17OZ
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		6.44	.00	WASHER FLUID BUG
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		5.35	.00	GLASS CLEANER
3	/21	09/24/20	21	68148	0314 LEMOORE AUTO SUP		-82.53	.00	24" ADJ WRENCH
TOTAL						.00	580.35	.00	
4220CH									
3	/21	09/24/20	21	10365 -02 68188	6058 UNIVAR		1,571.96	-1,571.96	CHANGER ODER #1 - ADD FUN
TOTAL						.00	1,571.96	-1,571.96	
4230									
REPAIR/MAINT SUPPLIES									
3	/21	09/24/20	21	10378 -01 68138	6858 INDUSTRIAL AUTOM		5,647.00	-5,647.00	REPLACEMENT AC FOR MMC -
3	/21	09/24/20	21	10378 -02 68138	6858 INDUSTRIAL AUTOM		125.00	-125.00	FREIGHT
3	/21	09/24/20	21	10378 -03 68138	6858 INDUSTRIAL AUTOM		409.41	-409.41	TAXES
3	/21	09/24/20	21	10378 -04 68138	6858 INDUSTRIAL AUTOM		9.06	-9.06	CHANGE ORDER- ADDITIONAL
3	/21	09/24/20	21	68131	2410 GAR BENNETT, LLC		5.19	.00	1 PVC COUPLING SOC
3	/21	09/24/20	21	68152	0304 LEMOORE HARDWARE		8.03	.00	2PK 3/16" FILE
3	/21	09/24/20	21	68152	0304 LEMOORE HARDWARE		31.08	.00	MM100X.095 TRIMMER LI
3	/21	09/24/20	21	68152	0304 LEMOORE HARDWARE		16.07	.00	BRS NIPPLE
3	/21	09/24/20	21	68152	0304 LEMOORE HARDWARE		19.17	.00	SPR SCR EXTRACTOR
3	/21	09/24/20	21	68152	0304 LEMOORE HARDWARE		19.28	.00	MP BTR 1" ANG BRUSH
3	/21	09/24/20	21	68152	0304 LEMOORE HARDWARE		55.31	.00	PAINT POURER
3	/21	09/24/20	21	68152	0304 LEMOORE HARDWARE		53.54	.00	7" PAINT ROLLER TRAY
TOTAL						.00	6,398.14	-6,190.47	
4310									
PROFESSIONAL CONTRACT SVC									
3	/21	09/24/20	21	68157	4051 MATSON ALARM CO.		42.50	.00	08/01/2020-08/31/2020
3	/21	09/24/20	21	68157	4051 MATSON ALARM CO.		42.50	.00	09/01/2020-09/30/2020
3	/21	09/24/20	21	68142	7145 JOE FAULKNER		2,500.00	.00	PO 10115 ONE YEAR CON
TOTAL						.00	2,585.00	.00	
4330									
PRINTING & PUBLICATIONS									
3	/21	09/24/20	21	10466 -01 68139	5546 INFOSEND		680.00	-680.00	TTHM QUARTERLY REPORT INS

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PEI - FUND ACCOUNTING

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4330									
									(cont'd)
3 /21	09/24/20	21	10466	-02 68139	5546 INFOSEND		42.16	-42.16	TAXES
3 /21	09/24/20	21	10495	-01 68139	5546 INFOSEND		1,224.00	-1,224.00	2020 WATER QUALITY CONSUM
3 /21	09/24/20	21	10495	-02 68139	5546 INFOSEND		136.00	-136.00	INSERTION FEE 6,800 @\$0.0
3 /21	09/24/20	21	10495	-03 68139	5546 INFOSEND		94.86	-94.86	TAXES
TOTAL						.00	2,177.02	-2,177.02	
4350									
									REPAIR/MAINT SERVICES
3 /21	09/24/20	21	10480	-01 68172	0388 REED ELECTRIC, L		364.00	-364.00	ELECTRICAL SERVICE CALLS
3 /21	09/24/20	21	10480	-01 68172	0388 REED ELECTRIC, L		729.89	-729.89	ELECTRICAL SERVICE CALLS
3 /21	09/24/20	21	10480	-02 68172	0388 REED ELECTRIC, L		546.00	-546.00	CHANGE ORDER 1- ELECTRICA
3 /21	09/24/20	21	10480	-02 68172	0388 REED ELECTRIC, L		1,094.83	-1,094.83	CHANGE ORDER 1- ELECTRICA
3 /21	09/24/20	21		68172	0388 REED ELECTRIC, L		103.50	.00	JOB LOCATION WELL #11
3 /21	09/24/20	21		68172	0388 REED ELECTRIC, L		260.00	.00	JOB LOCATION:WELL #13
3 /21	09/24/20	21		68172	0388 REED ELECTRIC, L		260.00	.00	JOB LOCATION:WELL #11
TOTAL						.00	3,358.22	-2,734.72	
TOTAL						.00	16,670.69	-12,674.17	



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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/24/20	21		68178	5352 SHRED-IT USA, IN		26.42	.00	SHRED-FINANCE
TOTAL						.00	26.42	.00	
TOTAL					UTILITY OFFICE	.00	26.42	.00	
TOTAL					WATER	.00	16,697.11	-12,674.17	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
									REPAIR/MAINT SUPPLIES
3 /21	09/24/20	21		68130	6751 FURTADO WELDING		51.25	.00	GRINDING WHEEL 5X1/4X
3 /21	09/24/20	21		68130	6751 FURTADO WELDING		-122.81	.00	FOR DOUBLE PAYMENT
3 /21	09/24/20	21		68130	6751 FURTADO WELDING		206.01	.00	OXYGEN LARGE K
3 /21	09/24/20	21	10336 -01	68152	0304 LEMOORE HARDWARE		5.66	-5.66	SUPPLIES
3 /21	09/24/20	21	10336 -01	68152	0304 LEMOORE HARDWARE		7.50	-7.50	SUPPLIES
3 /21	09/24/20	21	10336 -01	68152	0304 LEMOORE HARDWARE		44.98	-44.98	SUPPLIES
TOTAL						.00	192.59	-58.14	
4310									
									PROFESSIONAL CONTRACT SVC
3 /21	09/24/20	21		68108	6724 84 RECYCLING		150.00	.00	APPLIANCE BIN
3 /21	09/24/20	21	10411 -01	68128	6869 WELLS FARGO BANK		607.36	-607.36	TEMP AGENCY (PART TIME HE
TOTAL						.00	757.36	-607.36	
TOTAL						.00	949.95	-665.50	
TOTAL						.00	949.95	-665.50	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4170									
3 /21	09/24/20	21		68165	6737 JOSE PEREZ		174.81	.00	REIMBURSEMENT BOOT
TOTAL						.00	174.81	.00	
4220									
3 /21	09/24/20	21		68129	5866 FASTENAL COMPANY		103.28	.00	14.5" UB BLK CBL TIE
3 /21	09/24/20	21		68152	0304 LEMOORE HARDWARE		15.00	.00	10CT MWR .155 TRIM LI
3 /21	09/24/20	21		68152	0304 LEMOORE HARDWARE		14.56	.00	14OZ WASP/HORNET KILL
3 /21	09/24/20	21		68152	0304 LEMOORE HARDWARE		7.06	.00	3/8" BRS CMP NUT/SLEE
3 /21	09/24/20	21		68152	0304 LEMOORE HARDWARE		38.76	.00	COMET CLEANER
TOTAL						.00	178.66	.00	
4230									
3 /21	09/24/20	21		68152	0304 LEMOORE HARDWARE		146.88	.00	GT HOT WTR NOZZLE
TOTAL						.00	146.88	.00	
4310	LAB								
3 /21	09/24/20	21	10372	-01 68161	6245 MOORE TWINING AS		35.00	-35.00	ANALYTICAL TESTING OF WWT
3 /21	09/24/20	21	10372	-01 68161	6245 MOORE TWINING AS		35.00	-35.00	ANALYTICAL TESTING OF WWT
3 /21	09/24/20	21	10372	-01 68161	6245 MOORE TWINING AS		45.00	-45.00	ANALYTICAL TESTING OF WWT
3 /21	09/24/20	21	10372	-01 68161	6245 MOORE TWINING AS		45.00	-45.00	ANALYTICAL TESTING OF WWT
3 /21	09/24/20	21	10372	-01 68161	6245 MOORE TWINING AS		45.00	-45.00	ANALYTICAL TESTING OF WWT
3 /21	09/24/20	21	10372	-01 68161	6245 MOORE TWINING AS		45.00	-45.00	ANALYTICAL TESTING OF WWT
3 /21	09/24/20	21	10372	-01 68161	6245 MOORE TWINING AS		45.00	-45.00	ANALYTICAL TESTING OF WWT
3 /21	09/24/20	21	10372	-01 68161	6245 MOORE TWINING AS		90.00	-90.00	ANALYTICAL TESTING OF WWT
3 /21	09/24/20	21	10372	-01 68161	6245 MOORE TWINING AS		175.00	-175.00	ANALYTICAL TESTING OF WWT
3 /21	09/24/20	21	10372	-01 68161	6245 MOORE TWINING AS		250.00	-250.00	ANALYTICAL TESTING OF WWT
TOTAL						.00	855.00	-855.00	
TOTAL						.00	1,355.35	-855.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 060 - SEWER& STORM WTR DRAINAGE  
BUDGET UNIT - 5308 - CEDAR LIFT STATION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
3 /21	09/24/20	21	10331	-02 68143	7173 JT2 INC.		251,947.60	-251,947.60	AWARDED AT COUNCIL 5-5-20
TOTAL						.00	251,947.60	-251,947.60	
TOTAL						.00	251,947.60	-251,947.60	
TOTAL						.00	253,302.95	-252,802.60	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 085 - PBIA  
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/24/20	21		68164	5563 RUSTY DEROUIN		300.00	.00	AUGUST SERVICES
TOTAL						.00	300.00	.00	
TOTAL					PBIA	.00	300.00	.00	
TOTAL					PBIA	.00	300.00	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 160 - 2016 BOND FUND  
BUDGET UNIT - 5202 - TTHM PROJECT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
3 /21	09/24/20	21	10499	-01 68168	0363 PG&E		68,879.36	-68,879.36	PGE SITE 11 CONTRACT
3 /21	09/24/20	21	10499	-02 68167	0363 PG&E		31,917.72	-31,917.72	PGE SITE 7 CONTRACT
TOTAL						.00	100,797.08	-100,797.08	
TOTAL						.00	100,797.08	-100,797.08	
TOTAL						.00	100,797.08	-100,797.08	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		40.48	.00	SPARK PLUG NGK
TOTAL						.00	40.48	.00	
TOTAL						.00	40.48	.00	
TOTAL						.00	40.48	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		5.66	.00	SPARK PLUG NGK
TOTAL						.00	5.66	.00	
TOTAL						.00	5.66	.00	
TOTAL						.00	5.66	.00	



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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 205 - LLMD ZONE 5 WILDFLOWER  
BUDGET UNIT - 4855 - LLMD ZONE 5 WILDFLOWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		.92	.00	SPARK PLUG NGK
TOTAL						.00	.92	.00	
TOTAL						.00	.92	.00	
TOTAL						.00	.92	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 206 - LLMD ZONE 6 CAPISTRANO  
BUDGET UNIT - 4856 - LLMD ZONE 6 CAPISTRANO

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		.54	.00	SPARK PLUG NGK
TOTAL						.00	.54	.00	
TOTAL						.00	.54	.00	
TOTAL						.00	.54	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 207 - LLMD ZONE 7 SILVERADO  
BUDGET UNIT - 4857 - LLMD ZONE 7 SILVERADO

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		2.37	.00	SPARK PLUG NGK
TOTAL						.00	2.37	.00	
TOTAL						.00	2.37	.00	
TOTAL						.00	2.37	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 208A - LLMD ZONE 8 COUNTRY CLUB  
BUDGET UNIT - 4858A - LLMD ZONE 8 COUNTRY CLUB

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		1.55	.00	SPARK PLUG NGK
TOTAL						.00	1.55	.00	
TOTAL						.00	1.55	.00	
TOTAL						.00	1.55	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		2.59	.00	SPARK PLUG NGK
TOTAL						.00	2.59	.00	
TOTAL						.00	2.59	.00	
TOTAL						.00	2.59	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm092520'  
ACCOUNTING PERIOD: 3/21

FUND - 209 - LLMD ZONE 9 LA DANTE ROSE  
BUDGET UNIT - 4859 - LLMD ZONE 9 LA DANTE ROSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		2.25	.00	SPARK PLUG NGK
TOTAL						.00	2.25	.00	
TOTAL						.00	2.25	.00	
TOTAL						.00	2.25	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		7.80	.00	SPARK PLUG NGK
TOTAL						.00	7.80	.00	
TOTAL						.00	7.80	.00	
TOTAL						.00	7.80	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 211 - LLMD ZONE 11 SELF HELP EN  
BUDGET UNIT - 4861 - LLMD ZONE 11 SELF HELP EN

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		1.13	.00	SPARK PLUG NGK
TOTAL						.00	1.13	.00	
TOTAL					LLMD ZONE 11 SELF HELP EN	.00	1.13	.00	
TOTAL					LLMD ZONE 11 SELF HELP EN	.00	1.13	.00	



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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 212 - LLMD ZONE 12 SUMMERWIND  
BUDGET UNIT - 4862 - LLMD ZONE 12 SUMMERWIND

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		10.63	.00	SPARK PLUG NGK
TOTAL						.00	10.63	.00	
TOTAL						.00	10.63	.00	
TOTAL						.00	10.63	.00	

PEI  
DATE: 09/29/2020  
TIME: 10:35:05

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 33  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 213 - LLMD ZONE 13 CORNERSTONE  
BUDGET UNIT - 4863 - LLMD ZONE 13 CORNERSTONE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
3 /21	09/24/20	21		68146	0286 LAWRENCE TRACTOR		1.36	.00	SPARK PLUG NGK
TOTAL						.00	1.36	.00	
TOTAL						.00	1.36	.00	
TOTAL						.00	1.36	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 34  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='vm092520'  
ACCOUNTING PERIOD: 3/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/24/20	21	10352	-01 68120	6459 CLEAN CUT LANDSC		917.33	-917.33	AUG MAINTENANCE ZO
TOTAL						.00	917.33	-917.33	
TOTAL						.00	917.33	-917.33	
TOTAL						.00	917.33	-917.33	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 35  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 254 - PFMD ZONE 4  
BUDGET UNIT - 4874 - PFMD ZONE 4

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/24/20	21	10350	-01 68120	6459 CLEAN CUT LANDSC		514.91	-514.91	AUG MAINTENANCE ZO
TOTAL						.00	514.91	-514.91	
TOTAL						.00	514.91	-514.91	
TOTAL						.00	514.91	-514.91	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 36  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 255 - PFMD ZONE 5  
BUDGET UNIT - 4875 - PFMD ZONE 5

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/24/20	21	10348	-01 68120	6459 CLEAN CUT LANDSC		1,328.92	-1,328.92	AUG MAINTENANCE ZO
TOTAL						.00	1,328.92	-1,328.92	
TOTAL						.00	1,328.92	-1,328.92	
TOTAL						.00	1,328.92	-1,328.92	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 37  
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '600' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 258 - PFMD ZONE 8  
BUDGET UNIT - 4878 - PFMD ZONE 8

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
3 /21	09/24/20	21	10413	-01 68120	6459 CLEAN CUT LANDSC		425.00	-425.00	AUG MAINTENANCE ZO
TOTAL						.00	425.00	-425.00	
TOTAL						.00	425.00	-425.00	
TOTAL						.00	425.00	-425.00	
TOTAL						.00	425.00	-425.00	
TOTAL						.00	725,955.44	-637,330.50	

PEI  
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CITY OF LEMOORE  
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='21' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
3 /21	09/24/20	21	68124	2399 DEPARTMENT OF JUSTIC		593.00	FINGERPRINTS
TOTAL			ACCOUNTS PAYABLE		.00	593.00	
2285			LIVE SCAN DEPOSITS--PD				
3 /21	09/24/20	21	68124	2399 DEPARTMENT OF JUSTIC	593.00		FINGERPRINTS
TOTAL			LIVE SCAN DEPOSITS--PD		593.00	.00	
TOTAL			GENERAL FUND		593.00	593.00	

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CITY OF LEMOORE  
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='21' and transact.batch='VM092520'  
ACCOUNTING PERIOD: 3/21

FUND - 090 - TRUST & AGENCY

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
3 /21	09/24/20	21	68169	T3145 POLICE ACTIVITY LEAG		14,439.62	TO ISSUE FUNDS HELD F
TOTAL			ACCOUNTS PAYABLE		.00	14,439.62	
2307			POLICE ACTIVITY LEAGUE				
3 /21	09/24/20	21	68169	T3145 POLICE ACTIVITY LEAG	14,439.62		TO ISSUE FUNDS HELD F
TOTAL			POLICE ACTIVITY LEAGUE		14,439.62	.00	
TOTAL			TRUST & AGENCY		14,439.62	14,439.62	
TOTAL REPORT					15,032.62	15,032.62	