



LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
April 6, 2021

AGENDA

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

5:30 p.m. STUDY SESSION

SS-1 2020 Lemoore Police Department Annual Report (Kendall)

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. Government Code Section 54956.9(d)(1)
Conference with Legal Counsel – Existing Litigation
Name of Case: Austin v. City of Lemoore, Kings County Superior Court Case No. 20C-0365
3. Government Code Section 54956.9
Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9
Three Cases

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 – March 16, 2021
- 3-2 Approval – Minutes – Special Meeting – March 30, 2021
- 3-3 Approval – Budget Adjustment – 2020 Police Motorcycle Up-fit
- 3-4 Approval – Notice of Completion – CIP 5308 Champion Sewer Extension
- 3-5 Approval – Award Contract for Landscape Maintenance for Lighting and Landscape Maintenance District #1
- 3-6 Approval – Award Contract for Landscape Maintenance for Public Facilities Maintenance District #1
- 3-7 Approval – Award Contract for Landscape Maintenance for City Parks
- 3-8 Approval – Renew Contract with Willdan Financial Services for LLMD and PFMD Engineering Services
- 3-9 Approval – Option to Purchase Real Estate Agreement between the City of Lemoore and People's Properties, LLC

PUBLIC HEARINGS – Section 4

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

- 4-1 Public Hearing – First Reading – Resolution 2021-06 and Ordinance 2021-02, approving Planned Unit Development No. 2020-03, Fairway Courtyards Tentative Subdivision Map No. 2020-02, and Major Site Plan Review No. 2020-05 (Brandt)

NEW BUSINESS – Section 5

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

No New Business.

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

ADJOURNMENT

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, April 20, 2021
- City Council Regular Meeting, Tuesday, May 4, 2021

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

PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above amended City Council Agenda for the meeting of April 6, 2021 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on April 2, 2021.

//s//

Marisa Avalos, City Clerk

CITY OF LEMOORE
CITY COUNCIL REGULAR MEETING
APRIL 6, 2021 @ 5:30 p.m.

Attendance and Public Comment Changes Due to COVID-19

The Lemoore City Council will be conducting its regular meeting on April 6, 2021. Given the current Shelter-In-Place covering Kings County and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the City is implementing the following changes for attendance and public comment.

All upcoming regular and special City Council meetings **will be open to fifteen (15) members of the public on a first come, first served basis and via Zoom.** The meeting may be viewed through the following options:

- Join Zoom Meeting
- Please click the link below to join the webinar:
- <https://zoom.us/j/96310246221?pwd=MLkrSUDJWDhDckU4WDNVbDJaaHVIUT09>
- Meeting ID: 963 1024 6221
- Passcode: 263581
- Phone: +1 669 900 6833

The City will also provide links to streaming options on the City's website and on its Facebook page.

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

General Public Comments & Comments on City Council Business Items

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

Public Hearings

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

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

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



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

Staff Report

Item No: SS-1

To: Lemoore City Council

From: Mike Kendall, Chief of Police

Date: March 12, 2021

Meeting Date: April 6, 2021

Subject: 2020 Lemoore Police Department Annual Report

Strategic Initiative:

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

Proposed Motion:

Information only.

Subject/Discussion:

Presentation of the Lemoore Police Department 2020 Annual Report. The purpose of the Annual Report is to highlight the Department's significant achievements in serving the community and to present crime statistics and information to keep community members informed and involved. The active partnership of the residents and businesses is critical to the Department's mission and to the safety of our community. By sharing this information, staff hopes to strengthen these partnerships and identify ways to continually improve service.

Financial Consideration(s):

Not Applicable.

Alternatives or Pros/Cons:

Pros:

- Provides an opportunity for the City Council and community to receive an update from the Police Department.

Cons:

- None noted.

"In God We Trust"

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Information Only.

Attachments:

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

Review:

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

Date:

03/29/2021
04/01/2021
04/02/2021
04/02/2021
04/01/2021



LEMOORE POLICE
DEPARTMENT
2020 ANNUAL REPORT

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ABOUT THE COVER: This Harley-Davidson motorcycle was donated to the Lemoore Police Department by the End of Watch Ride to Remember organization on November 14, 2020. Our agency was awarded this motorcycle to honor fallen Lemoore Police Officer, Jonathan Diaz. It features our badge and the inscription of Officer Diaz's name and badge number.

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VISION

The Lemoore Police Department is a professional agency which inspires trust and confidence of our community. We will work through partnerships within our community to improve the quality of life in the City of Lemoore and provide a safe community.

MISSION

The men and women of the Lemoore Police Department are dedicated to preserving the peace of our City and the protection of our citizens through proactive problem solving and community partnership.

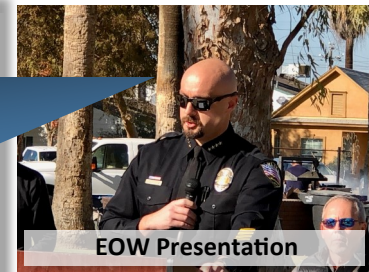
MESSAGE FROM THE CHIEF

The Lemoore Police Department is pleased to present our Annual Report for calendar year 2020. The purpose of the Annual Report is to highlight the department's significant achievements in serving our community and to present information and crime statistics in order to keep our community members informed and involved. The Lemoore Police Department continues to be committed in building relationships with community members while providing the highest level of service to keep our citizens safe. Community Oriented Policing through partnership with the community in identifying problems is at the heart of our organization and is emphasized at every level. The active partnership of our residents and businesses is critical to our mission and to the safety of our community. Our top priorities at the Lemoore Police Department is to foster relationships through dignity and respect, mentor young people and to solve neighborhood problems that affect the quality of life of our residents. By sharing this information we hope to strengthen these partnerships and identify ways to continually improve our service.

Michael Kendall



Chief of Police



EOW Presentation



VIP Appreciation Dinner



Peace Officers Memorial



Officer Swearing In



Diaz EOW Memorial Marathon



Presents on Patrol

MOTOR UNIT

The Lemoore Police Department Traffic Unit is made up of two officers and overseen by a sergeant. The unit is Officer Steven McPherson and a vacant position at this time. Traffic enforcement officers receive extensive training in Traffic Accident Investigation, taxi cab inspections, child car seat installation and inspection, radar usage, conducting speed surveys, and motorcycle operation.

TRAFFIC

TRAFFIC safety continues to be an area of public concern. Our department is sensitive to this issue and sets a high priority on responding to concerns and inquiries generated by the public.

The Speed Display Boards continue to be an important tool for promoting traffic safety awareness. Dedicated school patrol is used during the school season, including enforcement and fixed traffic control during peak times at West Hills College.

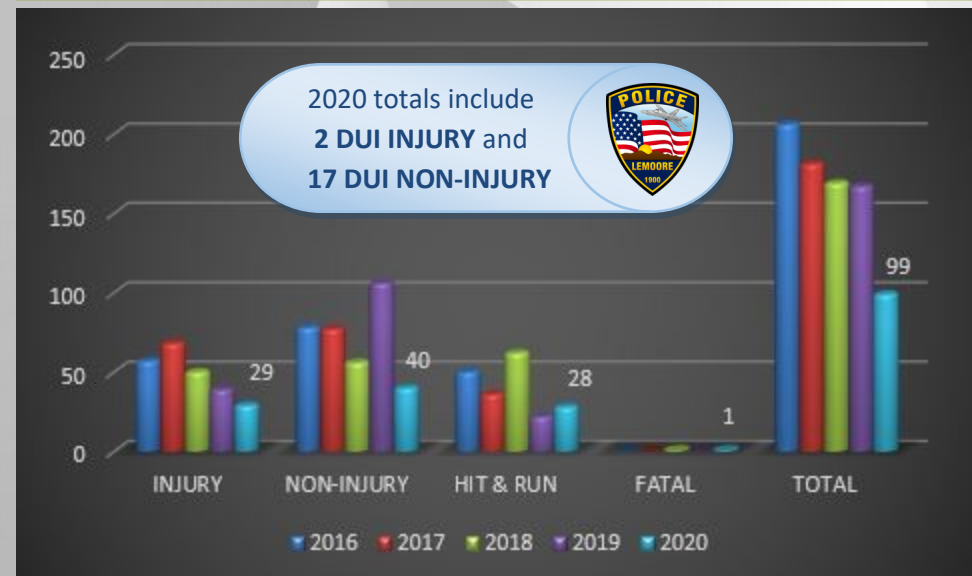
The number of hit & run incidents could be due to the high number of motorist driving without licenses and/or insurance. The Lemoore Police Department enforces these violations vigorously issuing **367** citations for drivers who were unlicensed or driving with suspended/revoked licenses. These were among the **553** traffic citations that were submitted for prosecution.

Traffic Citations	2019	2020	Difference
Moving Violations	607	470	-22.57%
Parking	345	219	-36.52%
Other Violations	562	174	-69.04%
Warnings	482	579	20.12%
TOTAL	1996	1442	-27.75%

YEAR	INJURY	NON-INJURY	HIT & RUN	FATAL	TOTAL
2016	57	78	50	0	206
2017	68	77	36	0	181
2018	50	56	62	1	169
2019	39	106	22	0	167
2020	29	40	28	1	99

Lemoore officers made **92** drunk driving arrests in 2020 as compared to 110 drunk driving arrests made in 2019.

There were 99 traffic accidents reported in 2020 as compared to 167 in 2019, an approximate **41%** decrease in accidents.



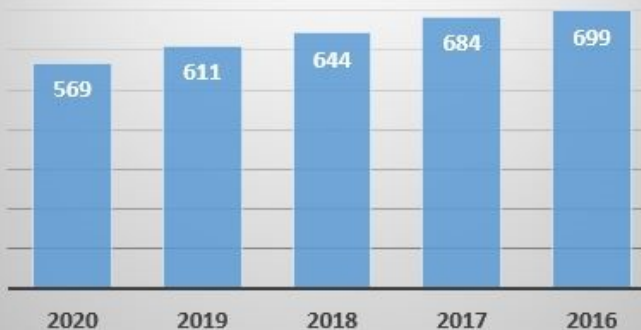
CRIME STATISTICS

REGISTERED SEX OFFENDERS

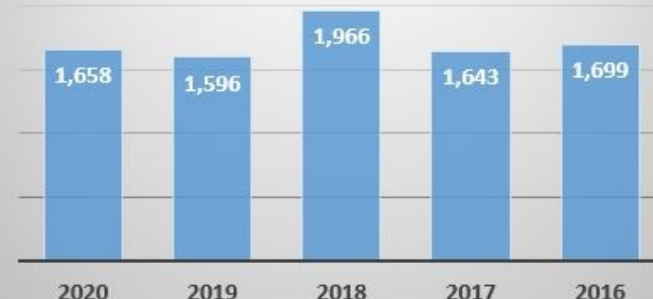
2020	2019	2018	2017	2016
60	60	52	39	40

Lemoore Detectives are responsible for sex registrations and monitoring of the registrants and their compliance to the registration requirements within the City of Lemoore. Sex Offenders are constantly registering in and out of our city limits. The City of Lemoore currently has approximately 60 registered sex offenders living within our city. In 2020, Detectives conducted compliance checks on all registrants.

FELONY CASES



MISDEMEANORS



2020 RESPONSE TIME



Priority 1 Call for Service Immediate Response/Life Threatening Call
 Priority 2 Call for Service in Progress Call
 Priority 2 Call for Service Quick Response Call

CRIME IN LEMOORE

	2020	2019	2018	2017	2016
Calls for Service	46,395	50,339	47,252	40,738	39,973
Homicide	1	1	0	3	0
Rape	15	17	18	20	19
Assault	295	320	303	308	274
Larceny	253	263	264	267	311
Auto Theft	49	37	52	75	82
Burglary	61	71	69	93	111
Robbery	12	14	20	21	10

DETECTIVES

The Detectives Unit was assigned approximately 230 cases for investigation or follow up in 2020. The Detective Division consists of Sgt. John Henderson, Detective Cpl. Osvaldo Maldonado, Detective Ryan O'Barr, Lemoore High School Youth Development Officer Justin Perkins, Liberty Middle School Officer Katarina Escobar, and School Resource Officer Kody Rogers. The team had a total of 134 arrests for 2020. The clearance rate for cases was 92 percent.

In 2020, there were a number of major crimes which required extensive investigation and consumed a significant amount of time from the investigations division. Detective investigations entailed interviews, identifying witnesses, suspect interrogations, search warrants, arrest warrants, forensic interviews (MDICS), evidence preservation/collection, surveillance, and undercover operations. The purpose of the detective division is to investigate serious crimes that need investigative expertise and require a large amount of time. Detectives attend extensive additional training and schools such as Core Investigation, Search Warrant School, Homicide School, Sexual Assault School, Interview and Interrogation School, Child Endangerment/Abuse School, Officer Involved Shooting School, and Sex Offender/Registrant School. Most Detective courses are put on by the Institute of Criminal Investigations known as ICI. The majority of detective cases include rapes, lewd acts against children, shootings, stabbings, robberies, burglaries/thefts, stolen vehicles, homicides and attempted homicides, suspicious suicides, fraud, assaults w/ great bodily injuries, assault with deadly weapons, embezzlements, and stolen property reports. The following are just a few examples of the investigations that the Detectives and Youth Development Officers solved:



Detectives investigated a homicide on September 27, 2020 that occurred at a gas station in the 1200 block of N. Lemoore Ave. Two suspects were identified in this murder. One was extradited out of Texas and the other was extradited from Mexico. Both are currently awaiting trial.

On March 8, 2020 Detectives investigated an attempted homicide and shooting at an inhabited residence. Three suspects were arrested and 7 firearms were recovered.

On April 5, 2020 Detectives investigated a drive by shooting down town with two vehicles involved. Two suspects were arrested in relation to that shooting. This investigation led to the arrest of two more suspects and the recovery of 2 firearms.

On June 14, 2020 Detectives assisted with the investigation of a sexual abuse of a minor. The suspect fled and he was tracked down by detectives to Las Vegas, NV. He was extradited back to California.

On September 16, 2020 Detectives investigated a shooting that occurred at a gas station in the 1700 block of W. Bush St. They linked the shooting to gang activity, identified 7 suspects and made 5 arrests.

EVIDENCE & PROPERTY

The Lemoore Police Department has one full time Evidence Technician. She was responsible for receiving and storing all evidence seized by members of the department. She also handled found property that was turned in by citizens. Some additional responsibilities included federal firearm traces, major crime scene processing, evidence collection, and the proper disposal of evidence and found property items.

In 2020, Our Evidence Technician processed thousands of items of evidence. This evidence ranged from recovered firearms to narcotics turned in by Officers. Evidence Technician **Elizabeth Halstead** assisted LPD Detectives and patrol by processing multiple attempted homicide scenes and numerous vehicles involved in major crimes. She also collected multiple sexual assault evidence kits and sent them off to the lab for DNA processing.

The Evidence Technician assisted patrol by responding to burglary scenes where latent prints were recovered and collected items that needed to be fumed for latent prints or processed for DNA. She worked closely with the Kings County District Attorney's Office by ensuring that all evidential items were made available for discovery for legal proceedings.

A total of **15,359** videos were uploaded by officers for evidence and documentation purposes. The evidence technician handled this evidence as well and ensured that all videos were handled properly. Approximately 9,210 of all videos were attached to reports.

DRONE/UAS PROGRAM

The Lemoore Police Department Drone Program was established in 2018 and went live in 2019. The program consists of 5 drone operators. The drone is equipped with night vision capabilities. In 2020 the drone was activated a total of 7 times. It assisted the police department and other agencies in multiple ways. The following are some calls for service where the drone was used in order to promote the safety of the public and the officers:

- **Active shooter 1/3/20**
- **Suspect fleeing from officers**
- **Attempt to locate critical missing persons (children/elderly/people at risk)**
- **Document crime scenes in major incidents**
- **Officer Involved Shooting- Kings County**



CENTRAL VALLEY REGIONAL SWAT



The Central Valley Regional SWAT team consists of designated police officers from different agencies. These officers are chosen, trained, and equipped to work as a coordinated team and respond to critical incidents. Hanford, Lemoore, Corcoran, and Avenal all provide officers to the team so that if the need arises in the region the team can respond and handle the situation by focusing in the protection of life and property.

The Lemoore Police Department had three SWAT Operators in the Central Valley Regional SWAT Team in 2020. The SWAT team trained for 144 hours during day time and night time conditions. The three SWAT operators trained for approximately 340 hours. Some of the training consisted of entry training, hostage rescue, vehicle assaults, first aid, open area clearing, breaching, and range.

The SWAT team was deployed a total of 16 times in 2020. The team was deployed in Lemoore a total of four times. One of those deployments was for an active shooter in the area of E. Hazelwood Dr. and Sara Dr. The SWAT team took that suspect into custody. Additionally, the team responded to 4 call outs in Hanford, 3 in Corcoran, 2 in Avenal, 2 in Dinuba, and 1 in Oroquieta.

ARREST & CONTROL

The Lemoore Police Department is very fortunate to have employee's that have been specifically trained or have specific knowledge in areas beneficial to law enforcement. Each of these trainers/instructors is passionate about their specialized knowledge or ability and is enthusiastic to teach other persons in the Department.

At this time the Lemoore Police Department has 3 POST certified Arrest & Control Instructors and 2 POST certified Impact Weapons Instructors.

Peace Officer Standards and Training (POST) does not mandate training for law enforcement in arrest and control or impact weapons to maintain proficiency as it does with firearms training. Considering that each arrest involves some type of physical interaction with the person being arrested, Officer's needs to be well versed in handcuffing, joint lock manipulation, pugilistic skills and ground submissions. As in firearms training the continuous training in arrest and control and impact weapons will aid Officer's in making more accurate and correct decisions while reducing injury and liability.

Each arrest has the potential to be turn violent requiring Officers to rely on their training and experience. Not all arrests end in the usage of a firearm, but do end in the Officer controlling the subject with their hands.

As mentioned, arrest and control and impact weapons are like any other perishable skill. The more Officers' train the more they will retain. Training not only aids in retention, but in self confidence. The more self confidence an Officer

has the more likely they will make the correct decision in a stressful environment. Whereas the lack of self confidence causes Officers to over-compensate and make irrational decisions leading to use of force issue and liability.

POST does mandate Officers attend a 24 hour Perishable Skills training every two years. Of those 24 hours, 4 hours are designated to the area of arrest and control.

The Lemoore Police Department currently conducts 8 hours of training as part of the orientation of new hired officers. The new hired officers spend 8 hours with the arrest and control instructors and the 8 hours is broken up into two segments. The first four hours of arrest and control consist of; joint lock manipulation, pugilistics and ground fighting. The second segment is 4 hours of impact weapons; straight baton, side handle baton and expandable baton.

The Lemoore Police Department utilizes the Police Activities League (PAL) training room that allows adequate space to conduct arrest and control/impact weapons training. The mats in the PAL room allow for the ground control and submissions training. The Department already possess two kicking/striking shields and six punching/focus gloves. The Department also possesses a "RedMan" suit, training batons and free standing "Wavemaster" bags to incorporate the blocking and striking skills of impact weapons.

In the upcoming years we are planning to incorporate arrest and control with simunitions training. Scenarios will be created that require officers to transition use of force options.

Consider these statistics for the Lemoore Police Department:



PROBLEM ORIENTED POLICING (POP)

On May 1, 2015, the Lemoore Police Department formed the Problem Oriented Policing (POP) team to further the mission and address the needs of the community. The team's goals were to establish additional partnerships within the community and, through a proven four-step method, reduce and eliminate public nuisances and address violations of the law and public disorder that can deteriorate the community and reduce the quality of life for our citizens. In March 2020, the team was comprised Officer Cleby Santos as the POP officer.

In 2019, the POP team worked with the Lemoore Chamber of Commerce to strengthen the relationships between the police department and respective business owners within the city. The POP team hosted a MILO training session where multiple business owners were able to use the simulated trainer to test their use of force, tactical judgment, and firearms training.

Due to the Corona Virus, the POP team was unable to host a Coffee with a Cop event which would have taken place at different businesses in the City of Lemoore. The team also attended multiple practices during the CrossFit season for the Lemoore Police Department's Police Activity League (PAL) program.

The team worked with the managers who are part of the Crime Free Multi-Housing Program to eliminate nuisances and criminal activity within the apartment complexes in Lemoore. They conducted Massage Parlor Compliance Checks, Shoulder Tap and Minor Decoy Operations with ABC, and compliance checks for registered sex offenders in Lemoore.

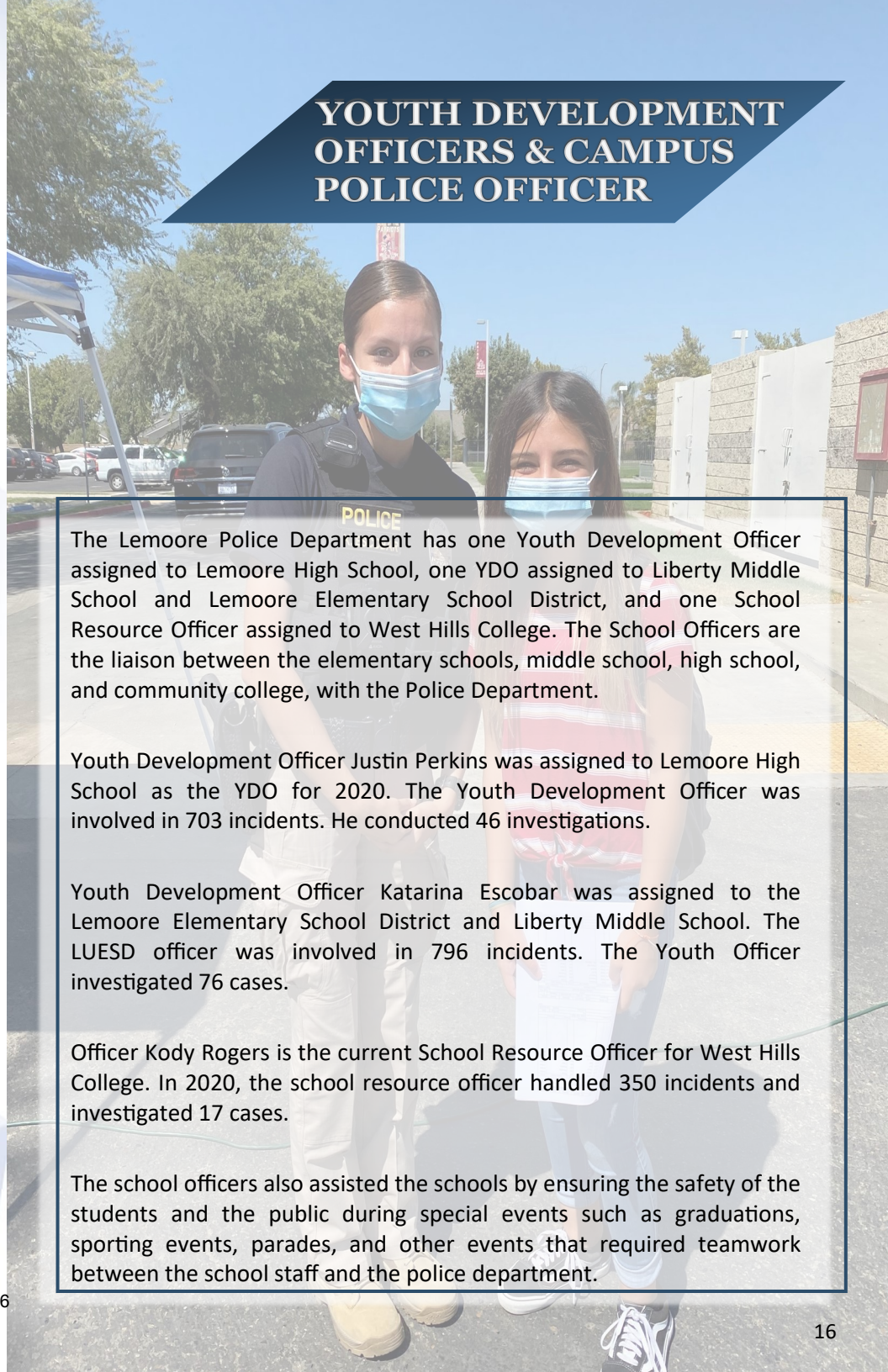
The POP team also conducted city wide probation and parole compliance checks with the assistance of the Kings County Probation Department, KCMCTF and the Hanford Parole Office, among other county agencies. These compliance checks yielded arrests for subjects being under the influence of a narcotic, possession of drug paraphernalia and warrant violations. They also assisted the Hanford Police Department in similar compliance checks and worked closely with the Lemoore Police Departments Detective Division.

The POP team was involved in several investigations throughout the year. Some of those cases involved a homicide and shootings throughout the city. During the investigations, several weapons were located and a large amount of narcotics were recovered.

The POP team was very involved with the homeless in the city. Officer Santos would contact the subjects weekly and attempt to get them living assistance. Through his persistence, Officer Santos was able to get one of the subjects into Project Room Key.

During the 2020 year, the POP team took 43 reports, made 33 arrests, 77 traffic stops, and wrote 16 citations. The arrests were for felonies, misdemeanors, infractions, and several municipal code violations.

YOUTH DEVELOPMENT OFFICERS & CAMPUS POLICE OFFICER



The Lemoore Police Department has one Youth Development Officer assigned to Lemoore High School, one YDO assigned to Liberty Middle School and Lemoore Elementary School District, and one School Resource Officer assigned to West Hills College. The School Officers are the liaison between the elementary schools, middle school, high school, and community college, with the Police Department.

Youth Development Officer Justin Perkins was assigned to Lemoore High School as the YDO for 2020. The Youth Development Officer was involved in 703 incidents. He conducted 46 investigations.

Youth Development Officer Katarina Escobar was assigned to the Lemoore Elementary School District and Liberty Middle School. The LUESD officer was involved in 796 incidents. The Youth Officer investigated 76 cases.

Officer Kody Rogers is the current School Resource Officer for West Hills College. In 2020, the school resource officer handled 350 incidents and investigated 17 cases.

The school officers also assisted the schools by ensuring the safety of the students and the public during special events such as graduations, sporting events, parades, and other events that required teamwork between the school staff and the police department.

K-9 UNIT

The Lemoore Police Department began its canine unit in 2006 and has continued to maintain the highest standards for a canine unit since its inception. The canine unit serves many purposes and has many capabilities. These capabilities include searching for lost or missing children, searching for and apprehending wanted violent criminals, sniffing out illegal narcotics, searching for evidence or other articles in large open areas, and serving as a first line of defense when an officer or the K-9 handler is violently attacked.

The canine unit is made up of two teams. Officer Jacques and his K9 partner Diesel and Officer Trevino and his K9 partner Rocket.

In October of 2020, K-9 Diesel and Rocket successfully completed their yearly recertification for patrol and narcotic related functions. Due to the pandemic, the K-9 unit was unable to participate in demonstrations at various events throughout the year to include the MIQ Fall Festival, Relay for life, and Red Ribbon Week.

The canine unit, on a daily basis, serves as a deterrent to criminal activities, officer assaults, as well as fleeing arrest by their mere presence at the scenes of criminal activities which cannot be defined in numbers for statistical purposes. The Lemoore Police Department Canine Unit has met the challenge and has proven to be an asset to our community, officers, and fellow law enforcement agencies.



During 2020, the K-9 unit logged over **320** hours of training and had a total of **128** K9 utilizations.

(Left) Officer Jacques and his partner, Diesel.



(Right) Officer Trevino and his partner, Rocket.

CODE ENFORCEMENT

Code Enforcement duties are performed by one full-time and one part-time community service officer. They look for and respond to calls about public nuisance complaints, such as yard maintenance, abandoned vehicles, and illegal dumping. They educate the public and enforce municipal codes regarding these violations, as well as the sign ordinance. Their goal is to gain voluntary compliance from the violators. In addition to code enforcement, these community service officers cover animal control duties and organize or are involved with many of our crime prevention and community oriented policing programs.

There were a total of 364 code enforcement calls for services in 2020, a 9% decrease from 401 calls for services in 2019. Of these 364 calls for services, 126 were for vehicle abatement and 238 property maintenance.



ANIMAL CONTROL

Animal Control duties are performed by one full-time community service officer. Our second full-time community service officer, as well as one part-time community service officer provide coverage when the Animal Control officer is unavailable. Animal control duties include investigating animal abuse and neglect cases, municipal codes regarding licensing and barking dogs, and picking up and caring for stray/sick/injured/dead animals.

Animal Control officer has several collateral duties. He is cross-trained in code enforcement, organizes the Citizens Academies, assists with the Volunteers in Policing Program and other community oriented policing programs, as well as sets up and takes down the traffic radar trailers.

There were a total of **1,216** calls for services in 2020, which is a 24% increase from 983 calls for services in 2019.

POLICE RESERVE PROGRAM

In 2020, Lemoore Reserve Police Officers:

- Worked over 4,998 hours
- Responded to 5,273 calls for service
- Took 465 cases
- Made 671 traffic enforcement stops
- Issued 145 citations
- Made 147 arrests

The Lemoore Police Reserve Unit was established to supplement and assist full time sworn police officers in their duties. The unit provides professional sworn reserve police officers who can augment full time police officers to meet and maintain staffing levels. The Reserve Program can also be a stepping stone into a full time police officer position. Reserve officers assist full time officers in the enforcement of laws and maintaining peace and order within the community making them a valuable asset to our community.

Reserve police officers are required to work a minimum of 16 hours per month and are generally assigned to the Operation Division to supplement patrol in various aspects of their day to day operation. Reserve officers may also be assigned to assist in the property room with evidence maintenance, assist in the investigation of major traffic collisions or major crime trends as well. The Reserve Unit is supervised by a Lemoore Police Department Sergeant who serves as the Reserve Coordinator. During 2020 Lemoore Police Department had nine Level I Reserve Police Officers and one Level II Reserve Officer.

FIELD TRAINING PROGRAM

The Lemoore Police Department Field Training Program provides a standardized program to facilitate the transition from an academic setting obtained in the police academy to the actual performance of general law enforcement duties.

The program's goal is to prepare new officers to perform in a patrol assignment and to possess all skills needed to operate safely and in a professional manner. A new officer will typically take 4 months to complete the program and be able to operate as a solo officer. Some of the topics that are covered during the training are the following:

- Officer Safety Procedures
- Search and Seizure
- Patrol Procedures
- Report Writing
- Investigations
- Agency Policy
- Traffic
- Community Relations

The Lemoore Police Department currently has 9 Field Training Officers and one Field Training Program Coordinator. In 2020, the field training program trained 4 Officers.

(Right) Sergeant Henderson congratulated Officer Gresham with a Challenge Coin after he completed his final phase of FTO and passed his exit interview.



TRAINING

During 2020, personnel received **2552.5** hours of training with over 38 courses of instruction. This is a **33% decrease** compared to the 3,799 hours in 2019 due to COVID. The training included but is not limited to:

- POST Supervisory
- Internal Affairs Investigations
- Perishable Skills
- ICI Core
- ICI Homicide
- ICI Officer Involved Shooting
- Sexual Assault for First Responders
- SB29 Mental Health Awareness
- Special Weapons and Tactics
- Glock Armorer
- Over 400 hours of in house Firearms Training
- Taser Instructor
- Active Shooter Response
- Crime Scene Investigation
- De-Escalation/Suicide By Cop
- Field Training Officer Update
- Crowd Control
- Child Passenger Safety Certification
- Over 200 hours of in house Arrest & Control
- Over 150 hours of in house Peer Support



POLICE EXPLORERS PROGRAM

Lemoore Police Explorer Post #1097 is open to young men and women ages 14 (and completed the 8th grade) and not yet 21 years old with an interest in learning more about careers in the field of Law Enforcement. The program provides career orientation experiences, leadership opportunities, and community service activities. Lemoore Police Department combines classroom and practical training with Ride-Alongs in police vehicles and Community Policing. Explorers develop leadership skills, interpersonal communication skills, respect for police officers and other explorers, and learn Law Enforcement Protocols.

Due to the COVID-19 pandemic, the Lemoore Police Explorers ceased operation in early March and out of an abundance of caution have been on hiatus. In past years we have had an opportunity to participate in several activities and to assist the Lemoore Recreation Department Shamrock Shuffle, 4th of July and Veterans Day 5K runs.

Additionally, we have partnered with the Lemoore High School to recruit during their freshman orientation as well as the public safety classes. We will also be actively recruiting at West Hills College for incoming students who are interested in a career in Law Enforcement.

This fall, through recruitment efforts, the post has maintained a roster of 10-15 Explorers and we expect to continue growing with community support.

RANGE

The Department recently added a new Rangemaster in 2020 making 5 total Rangemasters. Range staff also consists of certified Armorerers. The Lemoore Police Department Range Staff issues officers the following equipment for patrol;

- ④ 9mm Glock 17 Gen 5 semi automatic pistol w/ TLR 1 flashlight attachment
- ④ AR-15 .223 semi automatic rifle w/ TLR 1 flashlight attachment and reflex sight
- ④ Remington 870 Less Lethal Bean-bag 12 Gauge Shotgun



In 2020, the Lemoore Police Department transitioned to the 9mm Glock 17 pistol. The 9mm round's recent technological developments in the bullet and propellant design have moved the round back to the forefront of many Law Enforcement Departments. This is due to the following advantages of the 9mm round; (1) Shootability/Controllability; the 9mm round is user friendly and most officers who struggle shooting larger caliber rounds, such as the .40, will be more accurate with a 9mm. This will assist officers with being more accurate with shot placement and the ability to stop the threat. (2) Availability; there are more 9mm pistols available than any other. (3) Longevity; there is usually less wear and tear on 9mm pistols (4) Increased Capacity; the Glock 17 has a magazine capacity of 17 rounds. (5) Reliability; pistols chambered in 9mm are generally the most reliable pistols available. (6) Ammo choices; huge varieties of duty ammunition that is readily available and consistently in stock for purchase. (7) Cost; 9mm ammunition is significantly less expensive and can save law enforcement agencies thousands of dollars.

Our Department's 12 gauge shotguns are less lethal shotguns which are loaded with bean bag rounds instead of live ammunition to assist with additional less-lethal options and they're at the officer's immediate disposal.

The range staff is tasked with providing firearms training to include firearms handling/safety, range preparation/operations/management, lesson planning and course design, diagnostic shooting assessments, combat shooting techniques, and fundamental shooting principles. Officers complete annual qualifications on each weapon system.

This year the range staff provided a combined total of over 100 hours of firearms training to LPD officers, to include annual qualifications. The firearms training consists of tactical responses, positional shooting, rifle deployment/transition, shooting while moving, shooting from cover, dominant and support hand shooting, and magazine reloads. Newly hired officers are issued a department pistol and provided a department rifle for patrol and undergo a total of 32 hours of firearms classroom and range training to include qualifications prior to swearing in. The training includes; Department Policy, firearm nomenclature, firearm disassembly, function checks, cycle of operations, magazine reloads, ammunition ballistics, rifle zeroing, firearm cleaning, shooting positions, marksmanship principles, introduction to firearm optics, stoppage/malfunction clearing, night shooting, rifle deployment and advantages.

Other training includes Simunitions and Milo. Simunitions are non-lethal marking cartridges that are shot from Department Rifles and/or pistols which simulate a real bullet. A Simunition cartridge leaves a paint mark on the subject's clothing to help identify hits. Active Shooter scenarios are set up at local schools or businesses to help train officers on possible Active Shooter responses, building clearing, triage, and locating the suspect(s). The Milo Range Use of Force and Tactical Skills Training Simulator is another great training tool. The Milo Range training system is an interactive simulator for use of force, tactical judgement training, and firearms training. The simulator has customizable scenarios that include critical incident training, situational training, police firearm training, police taser training, police baton training, judgment skill training, and most importantly, de-escalation training. This system is a great resource to have and provides quality, realistic scenarios for officers' to experience. The Milo System provides over 800 different training scenarios; some stress inducing, others are more skill building.

A background image showing a police officer in a light green shirt interacting with children in a gym setting. The officer is leaning over, and children are visible in the foreground and background. A blue banner with white text is at the top right.

POLICE ACTIVITIES LEAGUE (PAL)

The Lemoore Police Department's Police Activities League began in June of 2015 after five years of attempts to establish the program. Lemoore Police Department's PAL programs include PAL Wrestling, PAL CrossFit Kids, PAL Afterschool Program, and have recently added the PAL Explorers program. All of our PAL programs have the same mission which is as follows; the program is aimed at reaching out to at risk kids and providing them with direction. The program helps them to make quality choices to become responsible citizens. The program also builds relationships between police officers and the youth. Police officers are a role model for the youth and work with the youth of our community individually and as a group. The PAL program provides for not only athletic activities but also serves to place an emphasis on education. PAL works to provide all kids with the same opportunities as everyone else and is designed to discourage participation in gangs, drugs, and violence. The PAL Program also teaches respect for others and works to keep kids in school by placing a great value on education. The program is again designed to reach "at risk" kids ages 5 to 18. These at risk kids are not necessarily bad kids or kids that have been in trouble. At risk kids are simply that, they are kids that are, based on many situations or circumstances, at risk of going down the wrong path and ending up involved in gangs, drug activity, acts of violence, or other criminal activity. These are kids at a crossroad and we as a community and your police department need to get involved to help these kids feel that they are valued by the community and have a bright future because someone cares about them. We are committed, with the support and partnership of the community, to making this program a success.

The Lemoore Police Department does its best to use our PAL programs to reach out to ALL the children in our community. Our Program flyers are sent to our local schools and promoted by Youth Development Officers (YDOS). The YDOS not only promote the programs, but they also send "referrals." Referrals are children who have gotten in trouble at school, recently expelled, suspended, delinquent, and have a number of other problems in which they believe our PAL program's mentorship and guidance could assist with. Advantages of the "Referral program" includes suspending a child's pending expulsion from school upon successful completion of the program. Other referrals include children who have been bullied at school, have depression and/or anxiety issues, foster children, medical disabilities, and mental health type issues. The majority of referrals are financially sponsored by the PAL Program.

The PAL wrestling program currently has over 30 participants who are involved. PAL wrestlers have competed on a state and national level since the program began. Officer Trevino and community volunteers oversee the program.

In 2018, PAL introduced its second PAL program, CrossFit kids. CrossFit kids is a partnership with Lemoore CrossFit and its owner, Ryan Rocha. Ryan and LPD volunteers have a specific class for PAL CrossFit kids. The program's participants range from 15-20 kids. The PAL CrossFit kids program is overseen by Lt. Smith and a group of officer and community volunteers.

In 2018, PAL also introduced its third PAL program, the after school program. The PAL afterschool program assists in tutoring to ensure participants maintain their educational goals. The PAL afterschool program assists the kids with homework, tutoring, and provides learning activities. PAL kids' grades are regularly checked and we encourage assistance if applicable. One of the primary goals of the PAL program is to do our best to make sure the PAL kids stay in school and eventually graduate.

The PAL Program has not only seen a success from the participants in the program but from the community volunteers who have logged countless hours with the program to ensure it is a successful program. Lemoore Police Officers volunteer their personal time to assist as coaches, mentors, and board members.

In 2020, due to COVID-19, the majority of the PAL programs were done online via Zoom. Wrestling was closed for the season.

COMMUNITY OUTREACH

Our Community Relations/Crime Prevention Program continues to be a successful part of our law enforcement efforts within the community. The Community Service Officers are actively involved in the community projects and events.

Much of our attention is focused on the Neighborhood Watch Program. We currently have **96** active Neighborhood Watch Groups and \ Crime Free Multi-Housing Managers. We continue to take a proactive approach and work as partners with the community in solving crime and disorder issues that affect our quality of life.

Social Media posts include community events, traffic alerts, press releases, major arrests as well as staff recognition and accomplishments.



Instagram



twitter



Nextdoor



RECRUITMENT & RETENTION

Throughout 2020, the Lemoore Police Department actively conducted recruitment efforts by attending job fairs and holding presentations at the Tulare-Kings Counties Basic Peace Officer Academy. The Department had a total of 160 applications submitted during open recruitment for Reserve Police Officer position.

In 2020, the Lemoore Police Department had 9 Reserve Police Officers. 3 Reserve Police Officers were hired and became full time Police Officers with the Department and one Reserve retired. 1 Evidence Technician was also hired. In addition, 1 Commander title was changed to Captain, 2 Lieutenant positions were added.

Recruitment was held for 1 Records Technician, 1 Evidence Technician, and multiple Reserve Officer positions. The department received a total of 206 applications, hiring of Evidence Technician was fulfilled, Reserve officer position will be fulfilled in 2021.

The recruitment and retention team has two Police Officers assigned to the COS Police Academy as Recruit Training Officers (RTO). One RTO attends the intensive academy once a week during the week and the second RTO attends the extended academy class once a week on the weekend. The Recruit Training Officers assist academy instructors by training the cadets and providing leadership for the class. The RTO's have done a great job recruiting talented individuals and providing insight on the training provided for cadets.



VOLUNTEERS IN POLICING

In 2020, the Lemoore Police Department VIPs donated 3084.5 hours of service to the Department and our community.



The department is truly fortunate to have the free services from a few dozen Volunteers in Policing. The Volunteers in Policing program was implemented in 1997. Graduates of the Citizens Academy volunteer hours to pick up and deliver mail, drive patrol cars for service or repair, make patrol checks, perform clerical work, work radar, finger printing, provide traffic control at crime scenes and support functions with special enforcement operations, and other tasks as required. Currently there are 20 Lemoore Police Department Volunteers in Policing.

Since its inception in 1997, Lemoore Police Department VIPs have donated **106,222** hours of service.

CHAPLAINS



(Chaplains pictured left to right) Michael Frantz, Robert Flores, John Ecker and Gene Pensiero.

The Lemoore Chaplains Program was established in 1996 to provide aid and comfort to those in need and to provide a calm and thoughtful presence in times of stress, hardship, and grief. These volunteers provide 24/7 chaplaincy services to officers, civilian employees, and family members of the Lemoore Police Department.

Our Chaplains continue to offer the following services:

- Responded to unattended deaths
- Delivered death notification
- Responded to house and apartment fires
- Helped with coordinating Red Cross services
- Visited sick and injured officers and their family members
- Counseled and made referrals
- Helped with end-of-life care and decisions
- Helped arrange assistance for those terminally ill
- Supported the survivors of officers killed in the line of duty
- Officiated over police wakes and funerals
- Hosted official functions, e.g. the Annual Volunteers Banquet
- Given the invocation at various official events

Chaplains also assist officers in dealing with the incredible stress that comes from taking a life in the line of duty. The Chaplains are very proactive - meeting with the officers at roll calls, as well as being present on the street with the officers in their daily realm.

IN MEMORIAM

End of Watch 2019

Ride to Remember



CORPORAL JONATHAN GILES
EOW: NOVEMBER 7, 2018



OFFICER JONATHAN DIAZ
EOW: NOVEMBER 2, 2019

*Blessed are the peacemakers, for they shall be called the children of God.*₂₅ - Matthew 5:9

CONCLUSION

It is with great pride that this annual report reflects the hard work that the employees of the Lemoore Police Department have preformed during the 2020 year. We continue to work hard to achieve the goal of quality of life improvement for our citizens. We truly appreciate the support given to us by the Lemoore City Council and the citizens of Lemoore. We will continue to work hard and ensure the City of Lemoore remains a safe community to live, work, and enjoy.

While our mission of protecting people and crime prevention remains the same, like all organizations, we are facing many new challenges in accomplishing that mission. To ensure the Lemoore Police Department adapts to these new realities, we will engage in regular strategic planning to continuously assess the external environment for emerging challenges and enhance our capacity to respond effectively to these challenges.

We believe in fostering open lines of communication with our citizen partners, and in being accountable to the public we serve. We believe it's important to be transparent and accountable for our level of customer service.

The 2020 Annual Report was designed for the Lemoore Police Department by Executive Assistant, Valerie Cazares. A sincere thanks to all of those who contributed to this publication.

**March 16, 2021 Minutes
Lemoore City Council
Study Session Meeting**

CALL TO ORDER:

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

ROLL CALL: Mayor: LYONS
Mayor Pro Tem: MATTHEWS
Council Members: CHANEY, GORNICK, ORTH

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Engineer Cowart; Management Analyst Champion; City Attorney Lerner; City Clerk Avalos.

5:30 pm STUDY SESSION

SS-1 Refuse Regulations Presentation (Champion)

Management Analyst Champion presented on AB 341, AB 1826, and SB 1383 which included:

- **AB 341**
 - *Declared it a policy goal of the State that 75% of solid waste generated be source reduced, recycled, or composted by 2020.*
- **AB 1826**
 - *Organic Waste*
- **Commercial Entities**
 - *A firm, partnership, proprietorship, joint-stock company, corporation, or association that is organized as a for-profit or non-profit entity.*
 - *Strip Mall*
 - *Industrial Facility*
 - *Special District or Federal, State, local, or facility*
 - *Multi-family residential dwelling of five (5) or more units*
- **AB 341 and AB 1826 required that all commercial entities that generate 4 cubic yards or more of solid waste per week to arrange for recycling services and organic waste services respectively.**
- **SB 1383**
 - *Reducing Short-Lived Climate Pollutants in California*
 - *Adopted in 2016*
 - *Set waste reduction goals specific to organic waste*
- **Key Implementation Dates**
 - *January 1, 2022: Regulations take effect and State enforcement begins*
 - *Provide Organic Collection Service to all residents and businesses*
 - *Establish edible food recovery program*
 - *Conduct Education and Outreach*
 - *Procurement*
 - *Capacity Planning*
 - *January 1, 2024: Regulations require Local Government to take enforcement*
 - *Jurisdictions must take action against non-compliant entities.*
- **Organic Waste Collection Services**
 - *Three-Container "source separated" Collection Service*

- *Jurisdiction Requirements*
 - *Identify existing food recovery capacity*
 - *Monitor commercial edible food generators for compliance*
 - *Expand existing food recovery capacity (if needed)*
 - *Ensure commercial edible food generators have access to food recovery services*
 - *Annually educate all organic waste generators, commercial edible food generators, and self-haulers about relevant requirements.*
 - *Jurisdictions must provide print or electronic communication*
 - *Jurisdictions may supplement with direct communication*
 - *Procure recovered organic waste product*
 - *Renewable gas, electricity, and heat*
 - *Compost*
 - *Mulch*
 - *Minimum Procurement based on population*
 - *Paper procurement requirements*
 - *Recycled Content*
 - *Recyclability*
 - *Must have enforcement and inspection program that includes:*
 - *Annual Compliance review*
 - *2 or 3 container collection service: Route reviews of commercial/residential areas to verify service and inspect for contamination*
 - *Recordkeeping requirements:*
 - *Organic collection services*
 - *Hauler program*
 - *Contamination Minimization*
 - *Waivers*
 - *Education & outreach*
 - *Edible food recovery program*
 - *Recycled organic waste procurement*
 - *Recycled paper procurement*
 - *Commercial edible food generators*
 - *Jurisdiction inspection & enforcement*

Council adjourned to Closed Session at 5:59 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. Liability Claim
Government Code Section 54956.95
Claimant: Mr. Ulysses Vega
Agency Claimed Against: City of Lemoore

Council adjourned at 7:19 p.m.

**March 16, 2021 Minutes
Lemoore City Council
Regular Meeting**

CALL TO ORDER:

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

ROLL CALL: Mayor: LYONS
Mayor Pro Tem: MATTHEWS
Council Members: CHANEY, GORNICK, ORTH

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

CLOSED SESSION REPORT

Nothing to report out of Closed Session.

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

None.

PUBLIC COMMENT

Dwight Young stated that he is planning to open an establishment Downtown. He has been in contact with the Planning division and has not received an answer to his question.

CEREMONIAL / PRESENTATION – Section 1

No Ceremonies / Presentations.

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

Community Development Director Holwell informed the Council that there is a Planning Commission meeting coming up on April 12th at 7:00 p.m. There will be two items will be on the agenda. One is the Johnny Quick project and the other is Helena Chemicals.

Public Works Director Rivera updated Council on the Water Treatment Plant project. Media is starting to be loaded and testing is starting at the plant.

City Manager Olson stated that staff is working on budgets. The first round of budget meetings are complete. He stated that he is out of the office in court this week and he will not be available much during the week.

CONSENT CALENDAR – Section 3

- 3-1 Approval – Minutes – Regular Meeting – March 2, 2021
- 3-2 Approval – Second Reading – Ordinance 2021-01 – Amending Section 4-8-4(A) to the Lemoore Municipal Code Relating to Permitted Uses and Zoning for Commercial Cannabis Operations; Amending Section 4-8-7(E) of the Lemoore Municipal Code Relating to Grounds for Denial of an Employee Permit

- 3-3 Approval – Resolution 2021-05 - Regarding Public Transit Needs within The City of Lemoore and Authorizing the Filing of a Claim for Transportation Development Act Funds
- 3-4 Approval – Denial of Claim for Mr. Ulysses Vega

Motion by Council Member Gornick, seconded by Mayor Pro Tem Matthews, to approve the Consent Calendar as presented.

Ayes: Gornick, Matthews, Orth, Chaney, Lyons

PUBLIC HEARINGS – Section 4

- 4-1 Public Hearing – First Reading – Resolution 2021-06 and Ordinance 2021-02, approving Planned Unit Development No. 2020-03, Fairway Courtyards Tentative Subdivision Map No. 2020-02, and Major Site Plan Review No. 2020-05 (Brandt)

Public Hearing Open: 8:01 p.m.

Spoke: Cedric Fuentes (via email)
Raymond Juarez (via email)
Suzanne Miranda (via email)
Eriq Juarez (via email)
Eva Santos (via email)
Gary Thomson (via email)
Jennifer Solis
Tom Reed
Jeff Kreiter

Motion by Mayor Pro Tem Matthews, seconded by Council Member Gornick, to continue the public hearing to the next Council meeting on April 6, 2021.

Ayes: Matthews, Gornick, Orth, Chaney, Lyons

NEW BUSINESS – Section 5

No New Business.

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

- 6-1 City Council Reports / Requests

Council Member Orth thanked City staff, Police and Fire for all their hard work.

Council Member Gornick thanked everyone and he enjoyed the comments that were made today. He thanked City Manager Olson for the update of his calendar.

Council Member Chaney thanked Amanda for the wonderful presentation regarding Refuse.

Mayor Pro Tem Matthews reminded everyone of the Easter celebration on April 3rd. There will be a lot of fun things for the kids to do. Gary's Antiques is going out of business. Last day of business will be April 3rd. Birdstreet Brewing is opening back up. She thanked City staff, Police and Fire.

Mayor Lyons thanked Mr. Young and Reed for attending. He thanked all the City staff for their hard work.

ADJOURNMENT

At 9:01 p.m., Council adjourned.

Approved the 6th day of April 2021.

APPROVED:

Stuart Lyons, Mayor

ATTEST:

Marisa Avalos, City Clerk

**March 30, 2021 Minutes
Lemoore City Council
Special Meeting**

CALL TO ORDER:

At 5:02 p.m., the meeting was called to order.

ROLL CALL: Mayor: LYONS (via telephone)
Mayor Pro Tem: MATTHEWS
Council Members: CHANEY, GORNICK (via telephone), ORTH

Council adjourned to Closed Session at 5:05 p.m.

CLOSED SESSION

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

1. Government Code Section 54956.9
Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of
Section 54956.9
Three Cases
2. Government Code Section 54956.9(d)(1)
Conference with Legal Counsel – Existing Litigation
Name of Case: Austin v. City of Lemoore, Kings County Superior Court Case No. 20C-
0365
3. Government Code Section 54956.9(d)(1)
Conference with Legal Counsel – Existing Litigation
Name of Case: Stack v. City of Lemoore, Kings County Superior Court Case No. 19C-
0404
4. Conference with Labor Negotiator
Government Code Section 54957.6
Agency Designated Representatives: Mary Lerner, City Attorney and Michelle Speer,
Assistant City Manager
Employee Organizations: General Association of Service Employees, Lemoore Police
Officers Association, Lemoore Police Sergeants Unit, Police Professional Services
Bargaining Unit, Unrepresented

REGULAR SESSION

1. Closed session Report

There was nothing to report out of Closed Session.

ADJOURNMENT

At 7:20 p.m., Council adjourned.

Approved the 6th day of April 2021.

APPROVED:

Stuart Lyons, Mayor

ATTEST:

Marisa Avalos, City Clerk



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Staff Report

Item No: 3-3

To: Lemoore City Council
From: Michael Kendall, Chief of Police
Date: March 19, 2021 **Meeting Date:** April 6, 2021
Subject: Budget Adjustment - 2020 Police Motorcycle Up-fit
Strategic Initiative:

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

Proposed Motion:

Approve the use of Traffic Safety funds (Fund 020) to up-fit our 2020 Police Harley Davidson Motorcycle with the necessary equipment to make it operational and authorize the City Manager, or designee, to sign the budget amendment modifying expenditures in the Traffic Safety Fund.

Subject/Discussion:

On October 12, 2020, the Lemoore Police Department was awarded a 2020 Police Harley Davidson motorcycle in honor of fallen Officer Jonathan Diaz.

The Motorcycle is equipped with police markings, lights, and siren. The motorcycle is still in need of additional emergency lighting equipment to the front and rear, making it compliant with California law. The motorcycle also needs to be equipped with a police radio and rifle locking system in order for it to be completely operational.

The current motorcycle being used by our traffic enforcement officer is a 2016 BMW. The motorcycle is 5 years old and is ready to be removed from everyday service. The 2016 BMW will not be replaced, but used as a spare motorcycle when maintenance is being completed on the new motorcycle.

Financial Consideration(s):

A budget adjustment to FY 2020-2021 Traffic Fund (020-4223) in the amount of \$11,275 is necessary. The current fund balance is approximately \$475,000.

The funds from this account can only be used for traffic safety related items, as it is a revenue account from funds generated by traffic enforcement. As the primary role of our traffic division is traffic safety and enforcement, the use of funds from this account would be appropriate.

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

- The Police Department saved approximately \$30,000 by being awarded this motorcycle.
- Ensures the traffic division maintains the current level of service being provided.

Cons:

- The cost of this item was not budgeted in fiscal year 2020-2021

Commission/Board Recommendation:

None.

Staff Recommendation:

Staff recommends that the City Council approve by motion, the use of Traffic Safety funds to up-fit the new Police Harley Davidson with the motorcycle with the necessary equipment and installation costs so it may be placed into service.

Attachments:

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

Review:

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

Date:

- 03/31/2021
- 04/01/2021
- 04/02/2021
- 04/02/2021
- 04/01/2021



CITY OF LEMOORE

BUDGET AMENDMENT FORM

Date: 3/25/2021	Request By: Michael Kendall, Chief
Requesting Department: Police (4223)	

TYPE OF BUDGET AMENDMENT REQUEST:

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

FROM:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
020		1010	\$ 475,000.00	\$ (11,275.00)	\$ 463,725.00

TO:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
020	4223	4220	\$ 42,200.00	\$ 11,275.00	\$ 53,475.00

JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

FUNDS TO BE USED FOR UPFITTING THE POLICE DEPARTMENT HARLEY DAVIDSON FOR USE
BY THE TRAFFIC SAFETY OFFICER.

APPROVALS:

Department Head:	Date: 3/25/2021
City Manager:	Date:
Completed By:	Date:



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Staff Report

Item No: 3-4

To: Lemoore City Council
From: Frank Rivera, Public Works Director
Date: March 29, 2021 Meeting Date: April 6, 2021
Subject: Notice of Completion – CIP 5308 Champion Sewer Extension

Strategic Initiative:

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

Proposed Motion:

Approve the filing of the Notice of Completion for CIP 5308 – Champion Sewer Extension Improvement Project and authorize the City Manager or his designee to sign document for recordation.

Subject/Discussion:

Staff received approval from City Council on May 5, 2020 to award the bid for Champion Sewer Extension Improvement Project to JT2 Inc. DBA Todd Companies.

The project consisted of extending sewer lines and installing a new lift station off Champion and Cedar, allowing for more residents and businesses to tie into our existing sewer system. The project has been completed per plans, specifications and change orders. City staff is requesting that City Council approve the Notice of Completion. Approving the Notice of Completion will begin the release process of any retention and bond funds due to JT2 Inc. DBA Todd Companies. The final invoice will be released to the contractor following the recordation of the Notice of Completion, as long as no liens are filed against the contractor.

Financial Consideration(s):

The overall cost of this project was approximately \$390,300, coming in almost \$110,000 under budget.

“In God We Trust”

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

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

Con:

- None noted

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

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

Attachments:

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

Review:

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

Date:

- 03/31/2021
- 04/01/2021
- 04/02/2021
- 04/02/2021
- 04/01/2021

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

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

No Fee Per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the interest or estate stated below herein in the real property herein described is owned by the CITY OF LEMOORE and that the City Council of the City of Lemoore, 711 W Cinnamon Drive, Lemoore, California, entered into an Agreement on May 5, 2020, with JT2 Inc. DBA Todd Companies, for the SEWER LINE EXTENSION AND LIFT STATION INSTALLATION AT CEDAR AND CHAMPION in the City of Lemoore in Kings County, California 93245. Such work has been completed and accepted by the City of Lemoore on the 6th day of April, 2021.

CITY OF LEMOORE

Nathan Olson, City Manager

ATTEST:

Marisa Avalos, City Clerk

CERTIFICATE

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

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

EXECUTED this ____ day of _____, 2020 at Lemoore, California.

Frank Rivera
Public Works Director
City of Lemoore

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

Marisa Avalos, City Clerk

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

Marisa Avalos, City Clerk



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

Staff Report

Item No: 3-5

To: Lemoore City Council

From: Amanda Champion, Management Analyst

Date: March 19, 2021

Meeting Date: April 6, 2021

Subject: Award Contract for Landscape Maintenance for Lighting and Landscape Maintenance District #1

Strategic Initiative:

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

Proposed Motion:

Award bid for the Lighting and Landscape Maintenance District (LLMD) landscape maintenance in the amount of \$104,760 for the base bid to Westscapes Landscaping, and allow the City Manager, or designee, to execute the contract documents.

Subject/Discussion:

On February 5, 2021, the City went out to bid for the Lighting and Landscape Maintenance District Annual Landscape Contract. The initial term is three years, with an optional additional two years, for a total of five years.

The City opened bids on February 25, 2021, and had received a total of five bids. The bids received were as follows:

<u>Company</u>	<u>Base Bid</u>
California Turf and Landscaping	\$92,102
Westscapes	\$104,760
BrightView Commercial Landscaping	\$138,587
Elite Maintenance Tree Service	\$152,928
Clean Cut	\$171,409

"In God We Trust"

California Turf and Landscaping's bid was determined to be unresponsive, and consequently was disqualified. The responsive low bidder was determined to be Westscapes. The City recommends awarding the contract to Westscapes for an annual cost of \$104,760, which will be split between the LLMD zones based on their proportional share.

City Staff currently performs the work in the LLMD's (part time), and their positions will be reallocated to other departments with similar job duties. The savings from the salaries and benefits charges to the LLMD's will fund the contract. Awarding the contract and reallocating staff will result in a savings to the City's General Fund, while continuing to keep staff employed at their current salary levels.

Financial Consideration(s):

The contract costs will be paid from the corresponding LLMD zones for which the work is performed.

Alternatives or Pros/Cons:

Alternative:

City Council may choose to reject the bid for the landscape contracts, and City Staff would continue to service the areas.

Commission/Board Recommendation:

Not Applicable

Staff Recommendation:

Staff recommendation is to award the bid to Westscapes in the amount of \$104,760.

Attachments:

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

Review:

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

Date:

- 03/31/2021
- 04/01/2021
- 04/02/2021
- 04/02/2021
- 04/01/2021

AGREEMENT

Maintenance Agreement Landscape & Lighting District #1 (LLMD)

This Agreement is made and entered into this 20th day of April, 2021 by and between the City of Lemoore, a municipal corporation organized under the laws of the State of California with its principal place of business at 711 W. Cinnamon Drive, Lemoore, CA 93245 ("City") and Westscapes Inc., ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

1. RECITALS.

1.1 Contractor.

- 1.1.1 Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

1.2 Project.

- 1.2.1 City desires to engage Contractor to render such services for the Landscape & Lighting District #1 (LLMD) Landscape Maintenance as set forth in this Agreement.

2. TERMS.

2.1 Scope of Services and Term.

- 2.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional landscape maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 2.1.2 Term. The initial term of this Agreement shall be for three years from the date indicated on the Notice to Proceed, unless earlier terminated as provided herein. Contractor shall complete the Services annually within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. The unit prices bid will remain in effect throughout the initial contract term. The term of the contract may be extended by written amendment at the mutual consent of the City and Contractor for an additional single year period, but the term may not be extended more than two times (for a total of five years). No later than 90 days before the contract term ends, City will notify Contractor, in writing, whether it wants to extend the contract term.

If the City wants to extend the contract term, the notice will include the adjusted prices that will apply during the extended term. Contractor, shall, within ten days of the date of the City's notice proposing an extension of the contract term, respond in writing, stating whether it agrees to extend the contract term at the prices in the City's notice. If Contractor agrees to extend the contract term, the parties will execute a written amendment to the Agreement setting forth the new term and new prices. If City does not want to extend the contract term, or Contractor does not respond to the City's notice within ten days, the Agreement will expire at the end of the then-current term without further action by the City. Any change to unit prices at the beginning of the extended term will be no more than the percentage change in the US Consumer Price Index. Modified unit prices shall remain in effect throughout the extended contract term.

2.2 Responsibilities of Contractor.

- 2.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 2.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 2.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- 2.2.4 City's Representative. The City hereby designates Nathan Olson, City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 2.2.5 Contractor's Representative. Contractor hereby designates _____ or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 2.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

- 2.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub- contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.
- 2.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.
- 2.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.
- 2.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 2.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation

confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

2.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

2.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause:

(1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

2.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

2.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

2.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel- powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

2.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water

Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

- (B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.
- (C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

2.2.11 Insurance.

2.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

2.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.
- (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 each occurrence, with an aggregate of not less than \$4,000,000; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 Minimum; per accident for bodily injury and

property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 Minimum; per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

- (C) Notices; Cancellation or Reduction of Coverage. Contractor shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.
- (D) Additional Insured. The City of Lemoore, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

2.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

- (A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Lemoore, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).
- (B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

- (C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.
- 2.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- 2.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- 2.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.
- 2.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.
- 2.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.
- 2.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall

exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

2.2.13 RESERVED

2.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

2.3 Fees and Payments.

2.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$104,760 without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

2.3.2 Payment of Compensation. Contractor shall submit to City a monthly-itemized statement, which indicates work completed and hours of Services rendered by Contractor for each Zone in the LLMD District. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

2.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

2.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

2.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and Since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with

the Prevailing Wage Laws.

- 2.3.6 Registration. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractor. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements.

2.4 Termination of Agreement.

- 2.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.
- 2.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.
- 2.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

2.5 General Provisions.

- 2.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

City of Lemoore
ATTN: Public Works
711 W. Cinnamon Drive
Lemoore, CA 93245

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

2.5.2 Indemnification.

- 2.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's

Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the active negligence, recklessness, or willful misconduct of the Contractor.

- 2.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

- 2.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Kings County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

- 2.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

- 2.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

- 2.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

- 2.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

- 2.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- 2.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 2.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 2.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 2.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 2.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 2.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 2.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.
- 2.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 2.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 2.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or

agreements. This Agreement may only be modified by a writing signed by both parties.

**SIGNATURES FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF LEMOORE
AND WESTSCAPES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 6th day of April, 2021.

CITY OF LEMOORE

WESTSCAPES, INC.

Nathan Olson
City Manager

Signature

Date

Name

Attested By:

Title

Marisa Avalos, City Clerk

Date

City Attorney Approval:

City Attorney

Attachment A

BID FORM**SERVICES BID SHEET**

Please provide below the services that will be provided in each of the site visits indicated on the "Site Visits Bid Sheet" (indicate with an "X"). Please keep the budgets in mind.

Services Per Site Visit													
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
LAWN/TURF													
Fertilizer													
Aerating													
Chemical Edge	A	A	A	A	A	A	A	A	A	A	A	A	A
Mechanical Edge	X	X	X	X	X	X	X	X	X	X	X	X	52
Mow	X	X	X	X	X	X	X	X	X	X	X	X	52
Winter Growth	X	X	X	X	X	X	X	X	X	X	X	X	52
Litter Removal	X	X	X	X	X	X	X	X	X	X	X	X	52
Plant Debris Removal	X	X	X	X	X	X	X	X	X	X	X	X	52
Volunteer Growth	X	X	X	X	X	X	X	X	X	X	X	X	52
Remove Pine Needles	X	X	X	X	X	X	X	X	X	X	X	X	52
SHRUBS													
Fertilizer													
Prune			X							X			2
Edge from Planter, Curb, Sidewalk													A
TREES													
Fertilizer													
Prune			X							X			2
Straighten	A	A	A	A	A	A	A	A	A	A	A	A	A
Leaf Pick Up	X											X	2
Well Maintenance	A	A	A	A	A	A	A	A	A	A	A	A	A
WEED CONTROL													
Herbicide/Pesticide		X	X	X	X	X	X	X	X	X	X	X	10
Hand Pick													
PLANTER/SHRUB BED													
Rake			X							X			2
Water	A	A	A	A	A	A	A	A	A	A	A	A	A
Remove Weeds	A	A	A	A	A	A	A	A	A	A	A	A	A
MISC HARD SURFACES													
Blow and Sweep	X	X	X	X	X	X	X	X	X	X	X	X	52
MISC JOBS													
Litter Removal	X	X	X	X	X	X	X	X	X	X	X	X	52
Flowering Plants	X	X										X	2
Irrigation System				X	X	X	X	X	X				30

MUST BE SUBMITTED WITH BID

SITE VISITS BID SHEET

Please provide below the number of site visits per month the budget you provided on the "Annual Budgets Bid Sheet" will afford for each zone.

ZONES	Site Visits - Per Month - Based on Budget Provided Above												TOTAL
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
201 - LLMD ZONE 1	5	4	4	5	4	4	5	4	4	5	4	4	52
203 - LLMD ZONE 3	5	4	4	5	4	4	5	4	4	5	4	4	52
205 - LLMD ZONE 5	5	4	4	5	4	4	5	4	4	5	4	4	52
206 - LLMD ZONE 6	5	4	4	5	4	4	5	4	4	5	4	4	52
207 - LLMD ZONE 7	5	4	4	5	4	4	5	4	4	5	4	4	52
208A - LLMD ZONE 8A	5	4	4	5	4	4	5	4	4	5	4	4	52
208B - LLMD ZONE 8B	5	4	4	5	4	4	5	4	4	5	4	4	52
209 - LLMD ZONE 9	5	4	4	5	4	4	5	4	4	5	4	4	52
210 - LLMD ZONE 10	5	4	4	5	4	4	5	4	4	5	4	4	52
211 - LLMD ZONE 11	5	4	4	5	4	4	5	4	4	5	4	4	52
212 - LLMD ZONE 12	5	4	4	5	4	4	5	4	4	5	4	4	52
213 - LLMD ZONE 13	5	4	4	5	4	4	5	4	4	5	4	4	52

MUST BE SUBMITTED WITH BID

Attachment C

ANNUAL BUDGETS BID SHEET

Landscape & Lighting District #1 (LLMD) –Landscape Maintenance

In accordance with the City's Notice Inviting Informal Bids, the undersigned hereby purposes and agrees that on award by the City of Lemoore in accordance with the provisions of the Contract Documents, to execute the Agreement, with necessary bonds, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for Landscape & Lighting District #1 (LLMD) in accordance with the Contract Documents therefore adopted and on file with the City of Lemoore, within the time hereinafter set forth and at the price or prices set forth in this Bid as follows:

The Lighting and Landscape Maintenance District currently utilizes city staff to maintain the listed areas. The budget allows for the listed hours per zone for service visits. A "Service Visit" is defined as the following services described in the Technical Specifications: Section 01 – General, Section 02 – Litter Control, Section 03 – Walkways/Median Hardscape, Section 04 – Irrigation, Section 05 – Pest Control, Section 06 – Turf Maintenance, Section 07 – Ground Cover Maintenance, Section 08 – Shrub and Shrub Bed Maintenance, Section 09 – Tree Maintenance, Section 10 – Weed Control Miscellaneous Areas, and Section 13 – Detention Basins.

Please provide an annual fee based off the budgeted hours that are allocated per zone for service visits. Monthly hours/budgets can vary based on season granted that the annual hours are not exceeded. The City will award based on the lowest responsible bidder. The lowest responsible bid shall be the lowest bid price on the base contract without consideration of the prices on the additive items.

Zone	Annual Hours	Average Hours Per Month for Service Visits	Annual Fee
LLMD Zone 1	1431	119.25	42,996
LLMD Zone 3	189	15.75	5,424
LLMD Zone 5	30	2.5	2,916
LLMD Zone 6	24	2	1,944
LLMD Zone 7	102	8.5	3,492
LLMD Zone 8A	207	17.25	4,944
LLMD Zone 8B	369	30.75	5,208
LLMD Zone 9	150	12.5	3,540
LLMD Zone 10	408	34	9,804
LLMD Zone 11	24	2	2,148
LLMD Zone 12	1176	98	19,320
LLMD Zone 13	138	11.5	3,024
Total Base Bid			104,760

BASE BID: \$ 104,760
(in numbers)

BASE BID One Hundred and Four Thousand Seven Hundred and Sixty Dollars
(in words)

MUST BE SUBMITTED WITH BID

Extra Work Bid Sheet

Landscape & Lighting District #1 (LLMD) –Landscape Maintenance

Bid amount of each bid item must be filled in and completed in ink. Bidders certify that all line item costs and unit prices set forth in the Bid Schedule are inclusive of all labor, tax, materials, tools, equipment, fuel and incidentals necessary to perform and complete the specified work. In the event of a conflict between the numbers given in figures and in words, the words shall control.

Extra Work may be requested pending budgets. Extra Work is to be performed at the direction and with the written authorization of the City of Lemoore. All extra work must be approved prior to execution. Please provide rates for the following items described as an "Extra Work" Rate.

Unit Prices for Extra Work		
Landscape Maintenance Worker	\$ 38.00	/hour
Tree Maintenance (Laborer)	\$ 56.00	/hour
Misc. Irrigation Repair parts at cost plus ...	10	%
Pop-up sprinkler in place 4-inch	\$ 16.50	ea.
Pop-up sprinkler in place 6-inch	\$ 20.00	ea.
Pop-up sprinkler in place 12-inch	\$ 23.00	ea.
Fixed shrub sprinkler in place	\$ 13.50	ea.
1-gallon shrub in place	\$ 9.50	ea.
5-gallon shrub in place	\$ 31.33	ea.
Flat of ground cover in place	\$ 31.16	ea.
Planter bed mulch in place	\$ 52.66	/cu. yd.
4-inch pot annual/perennial	\$ 7.50	ea.
Turf Renovation (dethatch, overseed, top dress)	\$ 32.50	/1,000 sq. ft
Turf Aeration	\$ 4.06	/1,000 sq. ft
Fertilize Turf	\$ 8.50	/1,000 sq. ft
Additional Mowing	\$.018	/1,000 sq. ft
Play area covering delivered and placed in additional to actual cost	\$ 110.25	/ton

The foregoing unit prices are for the purpose of expediting authorization of extra work. The Agency is not bound by the prices listed by the CONTRACTOR in this proposal, nor will these prices affect award of the proposal. The Agency reserves the right to negotiate the foregoing unit prices prior to execution of the Contract Agreement.

Signature of Bidder:  _____

Signer's Name (printed): Erin Bell

Company Name (printed): WESTSCAPES, INC.

MUST BE SUBMITTED WITH BID



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

Staff Report

Item No: 3-6

To: Lemoore City Council

From: Amanda Champion, Management Analyst

Date: March 19, 2021

Meeting Date: April 6, 2021

Subject: Award Contract for Landscape Maintenance for Public Facilities Maintenance District #1

Strategic Initiative:

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

Proposed Motion:

Award bid for the Public Facilities Maintenance District (PFMD) landscape maintenance in the amount of \$61,248 for the base bid to Westscapes Inc.

Subject/Discussion:

On February 5, 2021, the City went out to bid for the Public Facilities Maintenance District Annual Landscape Contract. The initial term is three years, with an optional additional two years, for a total of five years.

The City opened bids on February 25, 2021, and had received a total of four bids. The bids received were as follows:

<u>Company</u>	<u>Base Bid</u>
Westscapes	\$61,248
California Turf and Landscaping	\$70,380
BrightView Commercial Landscaping	\$97,541
Elite Maintenance and Tree Service	\$183,382

The responsive low bidder was determined to be Westscapes Inc. The City recommends awarding the contract to Westscapes for an annual cost of \$61,248, which will be split between the PFMD's based on their proportional share. The City currently has multiple contracts for PFMD maintenance in the amount of \$78,500.

Financial Consideration(s):

The contract costs will be paid from the corresponding PFMD for which the work is performed.

Alternatives or Pros/Cons:

Alternative:

The City Council may choose to reject the bid, and continue with the current landscaper servicing the PFMD's.

Commission/Board Recommendation:

Not Applicable

Staff Recommendation:

Staff recommendation is to award the bid to Westscapes Inc. in the amount of \$61,248.

Attachments:

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

Review:

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

Date:

- 04/01/2021
- 04/01/2021
- 04/02/2021
- 04/02/2021
- 04/01/2021

AGREEMENT

Maintenance Agreement Public Facilities Maintenance District #1 (PFMD)

This Agreement is made and entered into this 6th day of April, 2021 by and between the City of Lemoore, a municipal corporation organized under the laws of the State of California with its principal place of business at 711 W. Cinnamon Drive, Lemoore, CA 93245 ("City") and Westscapes Inc. ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

1. RECITALS.

1.1 Contractor.

- 1.1.1 Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

1.2 Project.

- 1.2.1 City desires to engage Contractor to render such services for the Public Facilities Maintenance District #1 (PFMD)- Landscape Maintenance as set forth in this Agreement.

2. TERMS.

2.1 Scope of Services and Term.

- 2.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional landscape maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 2.1.2 Term. The initial term of this Agreement shall be for three years from the date indicated on the Notice to Proceed, unless earlier terminated as provided herein. Contractor shall complete the Services annually within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. The unit prices bid will remain in effect throughout the initial contract term. The term of the contract may be extended by written amendment at the mutual consent of the City and Contractor for an additional single year period, but the term may not be extended more than two times (for a total of five years). No later than 90 days before the contract term ends, City will notify Contractor, in writing, whether it wants to extend the contract term.

If the City wants to extend the contract term, the notice will include the adjusted prices that will apply during the extended term. Contractor, shall, within ten days of the date of the City's notice proposing an extension of the contract term, respond in writing, stating whether it agrees to extend the contract term at the prices in the City's notice. If Contractor agrees to extend the contract term, the parties will execute a written amendment to the Agreement setting forth the new term and new prices. If City does not want to extend the contract term, or Contractor does not respond to the City's notice within ten days, the Agreement will expire at the end of the then-current term without further action by the City. Any change to unit prices at the beginning of the extended term will be no more than the percentage change in the US Consumer Price Index. Modified unit prices shall remain in effect throughout the extended contract term.

2.2 Responsibilities of Contractor.

- 2.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 2.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 2.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- 2.2.4 City's Representative. The City hereby designates Nathan Olson, City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 2.2.5 Contractor's Representative. Contractor hereby designates _____ or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 2.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

- 2.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub- contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.
- 2.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.
- 2.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.
- 2.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 2.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor.

Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

2.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

2.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause:

(1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

2.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

2.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

2.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel- powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

2.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the

Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

- (B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.
- (C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

2.2.11 Insurance.

2.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

2.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.
- (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$2,000,000 each occurrence, with an aggregate of not less than \$4,000,000; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$2,000,000 Minimum; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers'

Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 Minimum; per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

- (C) Notices; Cancellation or Reduction of Coverage. Contractor shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.
- (D) Additional Insured. The City of Lemoore, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

2.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

- (A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Lemoore, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).
- (B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).
- (C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive

all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

- 2.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- 2.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- 2.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.
- 2.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.
- 2.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.
- 2.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of

the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

2.2.13 **RESERVED**

2.2.14 **Accounting Records.** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

2.3 Fees and Payments.

2.3.1 **Compensation.** Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$61,248.00 without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

2.3.2 **Payment of Compensation.** Contractor shall submit to City a monthly-itemized statement, which indicates work completed and hours of Services rendered by Contractor for each Zone in the PFMD District. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

2.3.3 **Reimbursement for Expenses.** Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

2.3.4 **Extra Work.** At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

2.3.5 **Prevailing Wages.** Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and Since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- 2.3.6 Registration. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractor. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements.

2.4 Termination of Agreement.

- 2.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.
- 2.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.
- 2.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

2.5 General Provisions.

- 2.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

City of Lemoore
ATTN: Public Works
711 W. Cinnamon Drive
Lemoore, CA 93245

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

2.5.2 Indemnification.

- 2.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage

or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's

Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the active negligence, recklessness, or willful misconduct of the Contractor.

- 2.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.
- 2.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Kings County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.
- 2.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 2.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.
- 2.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.
- 2.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 2.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not

work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

- 2.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 2.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 2.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 2.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 2.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 2.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 2.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.
- 2.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 2.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 2.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURES FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF LEMOORE
AND WESTSCAPES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 6th day of April 2021.

CITY OF LEMOORE

WESTSCAPES INC.

Nathan Olson
City Manager

Signature

Date

Name

Attested By:

Title

Marisa Avalos, City Clerk

Date

City Attorney Approval:

City Attorney

BID FORM**SERVICES BID SHEET**

Please provide below the services that will be provided in each of the site visits indicated on the "Site Visits Bid Sheet" (indicate with an "X"). Please keep the budgets in mind.

		Services Per Site Visit												
		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
LAWN/TURF														
Fertilizer			X				X							2
Aerating														
Chemical Edge	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Mechanical Edge	X	X	X	X	X	X	X	X	X	X	X	X	X	52
Mow	X	X	X	X	X	X	X	X	X	X	X	X	X	52
Winter Growth	X	X	X	X	X	X	X	X	X	X	X	X	X	52
Litter Removal	X	X	X	X	X	X	X	X	X	X	X	X	X	52
Plant Debris Removal	X	X	X	X	X	X	X	X	X	X	X	X	X	52
Volunteer Growth	X	X	X	X	X	X	X	X	X	X	X	X	X	52
Remove Pine Needles	X	X	X	X	X	X	X	X	X	X	X	X	X	52
SHRUBS														
Fertilizer			X				X							2
Prune		X		X			X		X		X		X	6
Edge from Planter, Curb, Sidewalk	X	X	X	X	X	X	X	X	X	X	X	X	X	A
TREES														
Fertilizer			X				X							2
Prune		X		X			X		X		X		X	6
Straighten	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Leaf Pick Up	X	X	X	X	X	X	X	X	X	X	X	X	X	52
Well Maintenance	X	X	X	X	X	X	X	X	X	X	X	X	X	52
WEED CONTROL														
Herbicide/Pesticide	X	X	X	X	X	X	X	X	X	X	X	X	X	12
Hand Pick	A	A	A	A	A	A	A	A	A	A	A	A	A	A
PLANTER/SHRUB BED														
Rake	X	X	X	X	X	X	X	X	X	X	X	X	X	52
Water	X	X	X	X	X	X	X	X	X	X	X	X	X	30
Remove Weeds	X	X	X	X	X	X	X	X	X	X	X	X	X	52
MISC HARD SURFACES														
Blow and Sweep	X	X	X	X	X	X	X	X	X	X	X	X	X	52
MISC JOBS														
Litter Removal	X	X	X	X	X	X	X	X	X	X	X	X	X	52
Flowering Plants	X	X	X	X	X	X	X	X	X	X	X	X	X	52
Irrigation System	X	X	X	X	X	X	X	X	X	X	X	X	X	30

MUST BE SUBMITTED WITH BID

Attachment B

BID FORM**SITE VISITS BID SHEET**

Please provide below the number of site visits per month the budget you provided on the "Annual Budgets Bid Sheet" will afford for each zone.

ZONES	Site Visits - Per Month - Based on Budget Provided Above												TOTAL
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
PFMD ZONE 1	5	4	4	5	4	4	5	4	4	5	4	4	52
PFMD ZONE 2	5	4	4	5	4	4	5	4	4	5	4	4	52
PFMD ZONE 3	5	4	4	5	4	4	5	4	4	5	4	4	52
PFMD ZONE 4	5	4	4	5	4	4	5	4	4	5	4	4	52
PFMD ZONE 5	5	4	4	5	4	4	5	4	4	5	4	4	52
PFMD ZONE 8	5	4	4	5	4	4	5	4	4	5	4	4	52
PFMD ZONE 9	5	4	4	5	4	4	5	4	4	5	4	4	52

MUST BE SUBMITTED WITH BID

ANNUAL BUDGETS BID SHEET**Public Facilities Maintenance District #1 (PFMD) –Landscape Maintenance**

In accordance with the City's Notice Inviting Informal Bids, the undersigned hereby purposes and agrees that on award by the City of Lemoore in accordance with the provisions of the Contract Documents, to execute the Agreement, with necessary bonds, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for Public Facilities Maintenance District #1 (PFMD) in accordance with the Contract Documents therefore adopted and on file with the City of Lemoore, within the time hereinafter set forth and at the price or prices set forth in this Bid as follows:

Please provide an annual fee for monthly service visits to each zone to adequately maintain the landscaping per specifications. Monthly budgets can vary based on season. The number of service visits and services included to be performed each month in your provided budget are to be listed on the following bid forms. The City will award based on the lowest responsible bidder. The lowest responsible bid shall be the lowest bid price on the base contract without consideration of the prices on the additive items.

A "Service Visit" is defined as the following services described in the Technical Specifications: Section 01 – General, Section 02 – Litter Control, Section 03 – Walkways/Median Hardscape, Section 04 – Irrigation, Section 05 – Pest Control, Section 06 – Turf Maintenance, Section 07 – Ground Cover Maintenance, Section 08 – Shrub and Shrub Bed Maintenance, Section 09 – Tree Maintenance, Section 10 – Weed Control Miscellaneous Areas, and Section 13 – Detention Basins.

Zone	Annual Fee
PFMD Zone 1	7,188
PFMD Zone 2	21,252
PFMD Zone 3	6,300
PFMD Zone 4	5,268
PFMD Zone 5	7,608
PFMD Zone 8	6,684
PFMD Zone 9	6,948
Total Base Bid	61,248

BASE BID: \$ 61,248

(in numbers)

BASE BID Sixty One Thousand Two Hundred Forty Eight Dollars

(in words)

MUST BE SUBMITTED WITH BID

BID FORM**Extra Work Bid Sheet****Public Facilities Maintenance District #1 (PFMD) –Landscape Maintenance**

Bid amount of each bid item must be filled in and completed in ink. Bidders certify that all line item costs and unit prices set forth in the Bid Schedule are inclusive of all labor, tax, materials, tools, equipment, fuel and incidentals necessary to perform and complete the specified work. In the event of a conflict between the numbers given in figures and in words, the words shall control.

Extra Work may be requested pending budgets. Extra Work is to be performed at the direction and with the written authorization of the City of Lemoore. All extra work must be approved prior to execution. Please provide rates for the following items described as an "Extra Work" Rate.

Unit Prices for Extra Work		
Landscape Maintenance Worker	\$ 38.00	/hour
Tree Maintenance (Laborer)	\$ 56.00	/hour
Misc. Irrigation Repair parts at cost plus ...	10	%
Pop-up sprinkler in place 4-inch	\$ 16.50	ea.
Pop-up sprinkler in place 6-inch	\$ 20.00	ea.
Pop-up sprinkler in place 12-inch	\$ 23.00	ea.
Fixed shrub sprinkler in place	\$ 13.50	ea.
1-gallon shrub in place	\$ 9.50	ea.
5-gallon shrub in place	\$ 31.33	ea.
Flat of ground cover in place	\$ 31.16	ea.
Planter bed mulch in place	\$ 52.66	/cu. yd.
4-inch pot annual/perennial	\$ 7.50	ea.
Turf Renovation (dethatch, overseed, top dress)	\$ 32.50	/1,000 sq. ft
Turf Aeration	\$ 4.06	/1,000 sq. ft
Fertilize Turf	\$ 8.50	/1,000 sq. ft
Additional Mowing	\$.018	/1,000 sq. ft
Play area covering delivered and placed in additional to actual cost	\$ 110.25	/ton

The foregoing unit prices are for the purpose of expediting authorization of extra work. The Agency is not bound by the prices listed by the CONTRACTOR in this proposal, nor will these prices affect award of the proposal. The Agency reserves the right to negotiate the foregoing unit prices prior to execution of the Contract Agreement.

Signature of Bidder:  _____

Signer's Name (printed): Erin Bell

Company Name (printed): WESTSCAPES, INC.

MUST BE SUBMITTED WITH BID



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

Staff Report

Item No: 3-7

To: Lemoore City Council
From: Amanda Champion, Management Analyst
Date: March 19, 2021 **Meeting Date:** April 6, 2021
Subject: Award Contract for Landscape Maintenance for City Parks

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 bid for the City Parks Maintenance contract in the amount of \$161,036 for the base bid to Clean Cut Landscape Management Inc., and allow the City Manager to execute the contract documents.

Subject/Discussion:

On February 5, 2021, the City went out to bid for the City Parks Landscape Contract. The initial term is three years, with an optional additional two years, for a total of five years.

The City opened bids on February 25, 2021, and had received a total of four bids. The bids received were as follows:

<u>Company</u>	<u>Base Bid</u>
California Turf and Landscaping	\$400,735
Westscapes	\$177,672
Elite Maintenance Tree Service	\$190,528
Clean Cut	\$161,036

The responsive low bidder was determined to be Clean Cut Landscape Management Inc. The City recommends awarding the contract to Clean Cut for an annual cost of \$161,036.

"In God We Trust"

City staff currently performs park maintenance duties, and their positions will be reallocated to other city departments/divisions with similar job duties. The savings from the salary and benefits will fund the contract. Awarding the contract and reallocating staff will result in a savings to the City's General Fund, while continuing to keep staff employed at their current salary levels.

Financial Consideration(s):

The contract will be funded with the salary and benefits savings from the Parks Department. City Staff will be reallocated to other departments with similar job classifications.

Alternatives or Pros/Cons:

Alternative:

City Council may choose to reject the bid and continue to have City Staff maintain the City Parks.

Commission/Board Recommendation:

Not Applicable

Staff Recommendation:

Staff recommendation is to award the bid to Clean Cut Landscape Management in the amount of \$161,036.

Attachments:

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

Review:

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

Date:

- 03/31/2021
- 04/01/2021
- 04/02/2021
- 04/02/2021
- 04/01/2021

AGREEMENT

Maintenance Agreement Landscape Maintenance - City Parks

This Agreement is made and entered into this 6th day of April, 2021 by and between the City of Lemoore, a municipal corporation organized under the laws of the State of California with its principal place of business at 711 W. Cinnamon Drive, Lemoore, CA 93245 ("City") and Clean Cut Landscape Management Inc. ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

1. RECITALS.

1.1 Contractor.

- 1.1.1 Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

1.2 Project.

- 1.2.1 City desires to engage Contractor to render such services for the Landscape Maintenance - City Parks as set forth in this Agreement.

2. TERMS.

2.1 Scope of Services and Term.

- 2.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional landscape maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 2.1.2 Term. The initial term of this Agreement shall be for three years from the date indicated on the Notice to Proceed, unless earlier terminated as provided herein. Contractor shall complete the Services annually within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. The unit prices bid will remain in effect throughout the initial contract term. The term of the contract may be extended by written amendment at the mutual consent of the City and Contractor for an additional single year period, but the term may not be extended more than two times (for a total of five years). No later than 90 days before the contract term ends, City will notify Contractor, in writing, whether it wants to extend the contract term.

If the City wants to extend the contract term, the notice will include the adjusted prices that will apply during the extended term. Contractor, shall, within ten days of the date of the City's notice proposing an extension of the contract term, respond in writing, stating whether it agrees to extend the contract term at the prices in the City's notice. If Contractor agrees to extend the contract term, the parties will execute a written amendment to the Agreement setting forth the new term and new prices. If City does not want to extend the contract term, or Contractor does not respond to the City's notice within ten days, the Agreement will expire at the end of the then-current term without further action by the City. Any change to unit prices at the beginning of the extended term will be no more than the percentage change in the US Consumer Price Index. Modified unit prices shall remain in effect throughout the extended contract term.

2.2 Responsibilities of Contractor.

- 2.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 2.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 2.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- 2.2.4 City's Representative. The City hereby designates Nathan Olson, City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 2.2.5 Contractor's Representative. Contractor hereby designates _____ or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 2.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

- 2.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub- contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.
- 2.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.
- 2.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.
- 2.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 2.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor.

Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

2.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

2.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause:

(1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

2.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

2.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

2.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel- powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

2.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the

Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

- (B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.
- (C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

2.2.11 Insurance.

2.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

2.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.
- (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$2,000,000 each occurrence, with an aggregate of not less than \$4,000,000; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$2,000,000 Minimum; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers'

Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 Minimum; per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

- (C) Notices; Cancellation or Reduction of Coverage. Contractor shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.
- (D) Additional Insured. The City of Lemoore, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

2.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

- (A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Lemoore, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).
- (B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).
- (C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive

all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

2.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

2.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

2.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

2.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

2.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

2.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

2.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of

the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

2.2.13 RESERVED

2.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

2.3 Fees and Payments.

2.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total annual compensation shall not exceed \$161,036.00 without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

2.3.2 Payment of Compensation. Contractor shall submit to City a monthly-itemized statement, which indicates work completed and hours of Services rendered by Contractor for each Park. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

2.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

2.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

2.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and Since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- 2.3.6 Registration. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractor. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements.

2.4 Termination of Agreement.

- 2.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.
- 2.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.
- 2.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

2.5 General Provisions.

- 2.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

City of Lemoore
ATTN: Public Works
711 W. Cinnamon Drive
Lemoore, CA 93245

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

2.5.2 Indemnification.

- 2.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage

or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's

Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the active negligence, recklessness, or willful misconduct of the Contractor.

- 2.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.
- 2.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Kings County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.
- 2.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 2.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.
- 2.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.
- 2.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 2.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not

work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

- 2.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 2.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 2.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 2.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 2.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 2.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 2.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.
- 2.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 2.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 2.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF LEMOORE
AND CLEAN CUT LANDSCAPE MANAGEMENT INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 6th day of April, 2021.

CITY OF LEMOORE

CLEAN CUT LANDSCAPE MANAGEMENT INC.

Nathan Olson
City Manager

Signature

Date

Name

Attested By:

Title

Marisa Avalos, City Clerk

Date

City Attorney Approval:

City Attorney

Attachment A

BID FORM

SERVICES BID SHEET

Please provide below the services that will be provided in each of the site visits indicated on the "Site Visits Bid Sheet" (indicate with an "X"). Please keep the budgets in mind.

		Services Per Site Visit													
		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	
LAWN/TURF															
Fertilizer		X							X						
Aerating															
Chemical Edge		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Mechanical Edge		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Mow		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Winter Growth															
Litter Removal		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Plant Debris Removal		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Volunteer Growth		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Remove Pine Needles		X	X	X	X	X	X	X	X	X	X	X	X	X	X
SHRUBS															
Fertilizer		X													
Prune															
Edge from Planter, Curb, Sidewalk		X	X	X	X	X	X	X	X	X	X	X	X	X	X
TREES															
Fertilizer															
Prune		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Straighten															
Leaf Pick Up		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Well Maintenance		X	X	X	X	X	X	X	X	X	X	X	X	X	X
WEED CONTROL															
Herbicide/Pesticide		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Hand Pick															
PLANTER/SHRUB BED															
Rake		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Water		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Remove Weeds		X	X	X	X	X	X	X	X	X	X	X	X	X	X
MISC HARD SURFACES															
Blow and Sweep		X	X												
MISC JOBS															
Litter Removal		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Flowering Plants		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation System		X	X	X	X	X	X	X	X	X	X	X	X	X	X

MUST BE SUBMITTED WITH BID

Attachment B

BID FORM

SITE VISITS BID SHEET

Please provide below the number of site visits per month the budget you provided on the "Annual Budgets Bid Sheet" will afford for each park.

PARKS	Site Visits - Per Month - Based on Budget Provided Above												TOTAL
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
VETERAN'S PARK	2	2	4	4	4	4	4	4	4	4	4	3	43
HERITAGE PARK	2	2	4	4	4	4	4	4	4	4	4	3	43
LIONS PARK	2	2	4	4	4	4	4	4	4	4	4	3	43
D STREET PLAZA	2	2	4	4	4	4	4	4	4	4	4	3	43
KINGS LION COMPLEX	2	2	4	4	4	4	4	4	4	4	4	3	43
LEMOORE CIVIC AUDITORIUM	2	2	4	4	4	4	4	4	4	4	4	3	43
LEMOORE VETERAN'S HALL	2	2	4	4	4	4	4	4	4	4	4	3	43
LEMOORE SPORTS COMPLEX	2	2	4	4	4	4	4	4	4	4	4	3	43
PEDERSEN PARK	2	2	4	4	4	4	4	4	4	4	4	3	43

MUST BE SUBMITTED WITH BID

ANNUAL BUDGETS BID SHEET**Landscape Maintenance - City Parks**

In accordance with the City's Notice Inviting Informal Bids, the undersigned hereby purposed and agrees that on award by the City of Lemoore in accordance with the provisions of the Contract Documents, to execute the Agreement, with necessary bonds, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for Landscape Maintenance - City Parks in accordance with the Contract Documents therefore adopted and on file with the City of Lemoore, within the time hereinafter set forth and at the price or prices set forth in this Bid as follows:

Please provide an annual fee for monthly service visits to each park to adequately maintain the landscaping per specifications. Monthly budgets can vary based on season. The number of service visits and services included to be performed each month in your provided budget are to be listed on the following bid forms. The City will award based on the lowest responsible bidder. The lowest responsible bid shall be the lowest bid price on the base contract without consideration of the prices on the additive items.

A "Service Visit" is defined as the following services described in the Technical Specifications: Section 01 – General, Section 02 – Litter Control, Section 03 – Walkways/Median Hardscape, Section 04 – Irrigation, Section 05 – Pest Control, Section 06 – Turf Maintenance, Section 07 – Ground Cover Maintenance, Section 08 – Shrub and Shrub Bed Maintenance, Section 09 – Tree Maintenance, Section 10 – Weed Control Miscellaneous Areas, and Section 13 – Detention Basins.

Park	Annual Fee
Veteran's Park	\$ 7,198
Heritage Park	\$ 40,652
Lions Park	\$ 25,389
D Street Plaza	\$ 400.
Kings Lion Complex	\$ 21,911
Lemoore Civic Auditorium	\$ 600
Lemoore Veteran's Hall	\$ 400
Lemoore Sports Complex	\$ 59,031
Pedersen Park	\$ 5,460
Total Base Bid	\$ 161,036.00

BASE BID: \$ \$ 161,036.00
(in numbers)

BASE BID ONE HUNDRED SIXTY ONE THOUSAND AND THIRTY SIX ^{XY}/₁₀₀
(in words)

MUST BE SUBMITTED WITH BID

Extra Work Bid Sheet

Landscape Maintenance - City Parks

Bid amount of each bid item must be filled in and completed in ink. Bidders certify that all line item costs and unit prices set forth in the Bid Schedule are inclusive of all labor, tax, materials, tools, equipment, fuel and incidentals necessary to perform and complete the specified work. In the event of a conflict between the numbers given in figures and in words, the words shall control.

Extra Work may be requested pending budgets. Extra Work is to be performed at the direction and with the written authorization of the City of Lemoore. All extra work must be approved prior to execution. Please provide rates for the following items described as an "Extra Work" Rate.

Unit Prices for Extra Work		
Landscape Maintenance Worker	\$ 42.50	/hour
Tree Maintenance (Laborer)	\$ 42.50	/hour
Misc. Irrigation Repair parts at cost plus ...	20%	%
Pop-up sprinkler in place 4-inch	\$ 12	ea.
Pop-up sprinkler in place 6-inch	\$ 14	ea.
Pop-up sprinkler in place 12-inch	\$ 28	ea.
Fixed shrub sprinkler in place	\$ 8	ea.
1-gallon shrub in place	\$ 18	ea.
5-gallon shrub in place	\$ 38	ea.
Flat of ground cover in place	\$ 40	ea.
Planter bed mulch in place	\$ 100	/cu. yd.
4-inch pot annual/perennial	\$ 45	ea.
Turf Renovation (dethatch, overseed, top dress)	\$ 6.50	/1,000 sq. ft
Turf Aeration	\$ 4.50	/1,000 sq. ft
Fertilize Turf	\$ 2.55	/1,000 sq. ft
Additional Mowing	\$ 3.80	/1,000 sq. ft
Play area covering delivered and placed in additional to actual cost	\$ 150.00	/ton

The foregoing unit prices are for the purpose of expediting authorization of extra work. The Agency is not bound by the prices listed by the CONTRACTOR in this proposal, nor will these prices affect award of the proposal. The Agency reserves the right to negotiate the foregoing unit prices prior to execution of the Contract Agreement.

Signature of Bidder: *ICW*

Signer's Name (printed): *KARLY WENZEL*

Company Name (printed): *CLEAN CUT LANDSCAPE MANAGEMENT INC.*

MUST BE SUBMITTED WITH BID



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

Staff Report

Item No: 3-8

To: Lemoore City Council

From: Amanda Champion, Management Analyst

Date: March 29, 2021 Meeting Date: April 6, 2021

Subject: Renew Contract with Willdan Financial Services for LLMD and PFMD Engineering Services

Strategic Initiative:

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

Proposed Motion:

Authorize the City Manager, or designee, to execute a multi-year contract with Willdan Financial Services for engineering services relating to the Lighting and Landscape Maintenance District and the Public Facilities Maintenance District.

Subject/Discussion:

The City currently contracts with Willdan Financial Service for annual engineering services related to the Lighting and Landscape Maintenance District (LLMD) and the Public Facilities Maintenance District (PFMD), and for preparation of the documents for the assessments. Willdan works closely with city staff to identify benefits within the zones and their proportional cost.

City staff has been happy with the professionalism and quality of work Willdan has provided in the past. This year, City staff is going to conduct an in depth analysis of the current operating expenses and the reserves, as well as an audit of the benefits. The contract before you is a three year contract, with an optional additional two years, for a potential total of five years, which will provide consistency. Consistency in the engineering of the zones is important when evaluating year over year expenses and benefits.

Financial Consideration(s):

The annual contract price for the LLMD's will be \$8,000 and \$9,500 for the PFMD's, fluctuating with CPI increases year over year. These charges will be allocated proportionally to the zones.

Alternatives or Pros/Cons:**Pros**

- Provides consistency year over year relating to benefits assessments

Cons

- None

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends approval of the multi-year contract will Willdan Financial Services for the annual engineering services for the LLMD and PFMD.

Attachments:

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

Review:

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

Date:

- 03/31/2021
- 04/01/2021
- 04/01/2021
- 04/02/2021
- 04/01/2021

March 7, 2019

Mr. Nathan Olson
City Manager
City of Lemoore
711 West Cinnamon Drive
Lemoore, California 93245

Re: *Proposal to Provide Assessment District Engineering and Administration Services to the City of Lemoore*

Dear Mr. Olson:

Per our previous conversations, the following contains Willdan Financial Services ("Willdan") proposed scope of services and fees to assist the City of Lemoore ("City") with the Assessment District Engineering and Administration Services bulleted below. These services are specific to the City's two existing assessment districts: Public Facilities Maintenance District No. 1 (PFMD) and Landscape and Lighting Maintenance District No. 1 (LLMD).

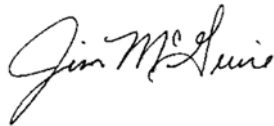
- Annual district administration services;
- Annexation of new developments to an existing City Assessment District; and
- Balloting for increased assessments.

This engagement will be conducted pursuant to Chapter 10 of Title 7 of the Lemoore Municipal Code and/or the Landscaping and Lighting Act of 1972, in conjunction with the provisions of the California Constitution (Proposition 218).

We appreciate this opportunity to continue to serve the City of Lemoore. If you have any questions regarding our proposal, please contact me directly at (951) 587-3536 or via email at jmcguire@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES



Jim McGuire
Principal Consultant

Scope of Services

The following is Willdan Financial Services' ("Willdan") scope of services to provide Assessment District Engineering and Administration Services to the City of Lemoore's ("City") two existing assessment districts: Public Facilities Maintenance District No. 1 (PFMD) and Landscape and Lighting Maintenance District No. 1 (LLMD). The scope included herein has been broken up into three separate work plans identified below.

- Annual District Administration Services
- Annexation of New Developments
- Balloting for Increased Assessments

These work plans were drafted with the intent to provide ongoing and as-needed services to the City, when projects of this nature arise.

For the entire scope of services stated herein, Willdan will rely on the validity and accuracy of the City's data and documentation to complete our proposed scope of work. We will further rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the City or a third party.

We want to ensure that our scope of services is responsive to the City's needs. We will work with the City to tailor our proposed scope based on input prior to approval of a contract, and as needed during the course of the project.

Annual District Administration Services

As a part of this engagement, Willdan offers to perform the following annual administration services for the City's PFMD and LLMD. The following work plan will commence with the preparation of the Engineer's Reports for the levy of assessments for Fiscal Year 2019/2020.

1. Schedule an annual kick-off meeting via teleconference with City staff to review the existing district information. Identify and discuss possible changes to the district(s) for the upcoming fiscal year, including budget issues, annexations, modification or expansion of district improvements, as well as legislative changes that may impact the district(s).
2. Work with City staff to prepare an annual levy timeline of key dates and timeframes for pertinent tasks throughout the annual levy process. As needed, the timeline may be adjusted to address the City's scheduling requirements or proposed district changes.
3. Work with City staff to update the district budgets for the upcoming fiscal year, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will work with City staff to prepare and review the annual district budgets; thus, ensuring the appropriate incorporation of maintenance contract costs, administrative expenses, material costs, capital costs, and other incidental costs into the district budget to achieve maximum cost-to-benefit equity, and verify that adequate and appropriate fund balances are identified. In addition, Willdan will use the updated parcel databases for the district(s) to provide estimates of the assessment revenues and City contributions for the upcoming fiscal year. These revenue estimates will be incorporated into the fiscal year budgets for the applicable district.
4. Maintain and update a parcel levy database by using the parcel information from various sources. As new data becomes available, update the database and enhance the data through parcel research using current secured roll information, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual district assessments.

The County secured roll, Assessor's parcel maps, or any other necessary or required data sources for the calculation of the annual assessments will be purchased by Willdan; and the cost of such information or documents passed onto the City. (Our proposed fees incorporate "Estimated Expenses" for such costs. Although if these costs exceed the estimated allowance, Willdan will bill the additional costs separately.)

5. Prepare in accordance with the applicable legislation the district's annual Engineer's Report. This report will include the following required items:
 - **Plans** and specifications that describe the area of special benefit, the proposed assessment, and the improvements.
 - **Method of apportionment** that outlines the special benefit conferred on properties from the improvements, as well as calculations used to establish each parcel's proportional special benefit assessment; plus, a description of the assessment range formula that establishes the maximum assessment rate in subsequent fiscal years.
 - **Budget** that outlines the costs and expenses to provide, service and maintain the improvements, including authorized incidental expenses.
 - **Assessment diagram(s)** that identifies the boundaries of the zones within the districts.
 - **Assessment roll** that contains each of the Assessor Parcel Numbers within the applicable district and the proportional assessments.
 - **Affidavit** stating that a professional engineer has prepared the report.
6. We anticipate that the resolutions and staff reports to be presented to Council in conjunction with the annual levy of assessments will be prepared by the City, but if requested, Willdan will review and assist City staff with the preparation of these documents as needed. The City acknowledges that the City Attorney will review all resolutions for form and content, as is intended.
7. Attend the annual Public Hearing to be available to answer questions from the Council and assist with City staff's presentation of the reports and assessments to Council. Willdan staff time for this meeting is included in our fee. Additional meetings will be billed at our then-current "Hourly Rates," plus travel expenses (please see the Fees for Services section for further details).
8. Provide the City with an electronic copy of the Engineer's Reports (unsigned) for presentation at the Intent Meeting. A fully executed (signed electronic copy) of the reports will be provided to the City at/or shortly after the Public Hearing. Upon request, Willdan will provide the City with an executed bound hard copy of these reports after the Public Hearing.
9. Provide the approved assessment amounts for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format and configuration required by the County for placement on the annual property tax roll.
10. Obtain from the City an executed copy of the resolutions ordering the levy, collection of assessments, and any other necessary information that is required to the County Auditor/Controller's Office for the levy submittal.
11. After the initial levy submittal, research any exceptions upon receipt of a parcel exceptions list from the County. We will then update parcel number changes, as well as report the revised parcels and updated levy amounts to the County. As necessary, Willdan will prepare for City staff additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.
12. Once the assessments have been finalized with the County, if there are substantial differences in the amount placed on the tax roll and the amounts shown in the Engineer's Reports, Willdan will prepare and provide the City with a levy summary report comparing budget amounts to the actual applied levy. This levy summary will include a description of the reasons for any significant variances between the amounts budgeted, and the amounts actually applied to the County tax roll.

13. Act as primary contact (at the discretion of the City) to answer property owner questions regarding the districts and assessments. Willdan typically provides the County our toll-free telephone number for inclusion on the tax bills for property owners to call with questions.
14. (Optional): Prepare and mail invoices (handbills) to those property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in two (2) installments, similar to the County tax bills, and would be payable directly to the City. This is an optional service, and the cost associated with this service is not included in the annual fee; but may be provided at our then-current hourly consulting rates (see “Additional Services” section), plus expenses.

Client Responsibilities

As required by law, the City is responsible for publishing the Public Hearing notices in the local newspaper, as well as posting these notices.

Willdan will rely on being able to obtain the following information from the City:

- Annual budget information, including estimated fund balances.
- Recent City annexations, new or expanded land developments, included public facilities (e.g., streetlights and landscaping), and new traffic signals.
- Changes, modifications or updates to the improvements described in the previous year’s Engineer’s Report.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- Updated boundary diagrams, as required.
- Services of legal counsel for the preparation of resolutions; a review of the Engineer’s Report; and such other legal opinions, as may be necessary.
- The City will assist Willdan in obtaining pertinent development information (if needed).

Annexation of New Development

The following outlines our proposed scope of work for the annexation of new development to the City of Lemoore’s PFMD and/or the LLMD.

Task 1: Annexation Documentation Review

Objective: The initial task for each development/annexation area (“project”) will be to obtain from the City all related development and improvement plans necessary to evaluate the need to annex the project to the LLMD or PFMD and whether that project should be annexed to an existing zone or established as a new zone.

Description: City to provide Willdan with electronic copies of the Tract Map/Development Plan and related landscaping, street lighting, street, and/or drainage plans for the target development, as well as a copy of the development agreement/conditions of development, and any related maps or documentation that might be useful in evaluating the project. Typically, most of these documents are prepared by the developer in connection with the Tract Map approval process.

Willdan will conduct a preliminary review of the information received to evaluate whether the project requires the establishment of assessments to support existing and/or new improvements. Based on the improvements and location of the development, a recommendation will be made whether the project should be annexed to an existing district zone or established as a new zone. This review will likely include development of an initial parcel and property owner database, particularly if the development has more than a single property owner. This review will also identify if any additional maps, improvement information

or specifications, and/or other related documents may be necessary for development of the Engineer's Report.

Meetings: Conference call to discuss the proposed project and expectations, which may include: discussion of City goals and objectives, property owner or development issues, anticipated completion date and timeline, the balloting process, and any relevant District specifics, or any other factors that may impact the timeline.

Deliverables: At the conclusion of this review, the City needs to provide Willdan with e-mail authorization to proceed with the district annexation process for the specified development, if the project area is to be annexed. City also to provide any additional project information previously requested including: improvement summaries or specifics, maps, parcel data, property owner/developer contact information or other documentation that may be necessary to complete the Engineer's Report or ballots.

Task 2: Establish Comprehensive Improvement Matrix and Boundaries

Objective: Upon receipt of an authorization to proceed, Willdan will begin to develop the initial property database, improvement matrix, and assessment diagram.

Description: Work with City staff to confirm that all related improvements specifically associated with the development are fully identified and incorporated into the annexation territory. In cooperation with City staff, identify and quantify the specific improvements maintained in connection with the development of properties in the annexation territory, as well as any other improvements in the vicinity that may be funded in whole or in part through the proposed assessments. In addition, discuss and identify any improvements that may benefit surrounding parcels and/or future developments in the area and prepare an appropriate annual budget for the maintenance and operation of such improvements.

Utilizing documentation provided and electronic parcel information available to Willdan for the project, establish and update as needed, an annexation assessment database. Resources to be utilized typically include; the County Secured Roll, City data and third-party data, such as CD-data. This database will contain properties proposed to be annexed to the applicable Assessment District/zone and will incorporate, as needed, key parcel information and characteristics relevant to the development of the method of apportionment and necessary for implementing the proposed assessments and balloting.

Willdan will begin the creation of the assessment diagram that depicts the boundaries of the annexation territory, which may include any related existing zone boundaries and/or the location and extent of the improvements in relation to parcels within the annexation territory.

Meetings: None. It is anticipated that the City's assistance and input for this task will be provided through conference calls and e-mails.

Task 3: Development of Benefit Nexus, Budget and Assessments

Objective: Develop appropriate benefit findings (general versus special), budget model, cost allocation (method of apportionment) and the proposed assessments based on the improvements to be maintained.

Description: Ultimately, utilizing the parcel database, improvement information and assessment diagram developed in prior tasks, Willdan will establish an appropriate methodology for the apportionment of costs. The benefit nexus and cost allocation developed for the annexation must be in compliance with the provisions of the California Constitution and consistent with applicable recent court decisions, specifically focusing on the identification and quantification of special and general benefits. For these reasons, it is likely that the assessments on properties within the annexation territory will not fund 100% of the costs for the improvements, and our analysis and evaluation will identify the general benefit costs the City would be obligated to fund from other sources.

Based on the improvement matrix identified in Task 2, a comprehensive annual budget will be developed in order to achieve maximum cost-to-benefit equity and ensure the long-term financial stability and funding of the improvements. The budgets will be developed in cooperation with City staff utilizing Willdan's budget modeling software that utilizes standard per unit costs for such improvements and the City's historical maintenance costs. The development of the budgets may incorporate, but is not limited to: regular annual maintenance and utility expenses; specific servicing cost and administrative expenses; long-term repair and rehabilitation costs; and any other funding deemed appropriate to provide the improvements.

Meetings: Conference call to discuss as needed any potential issues associated with the project.

Deliverables: None at this time. The resulting budget information along with the method of apportionment developed in Task 3 will be discussed with City staff in conjunction with the preparation of the Engineer's Report.

Task 4: Prepare Engineer's Report

Objective: Preparation of a comprehensive Engineer's Report based on findings, recommendations and assessments established during prior tasks.

Description: Based on findings and results from the previous tasks and discussions with City staff, prepare an Engineer's Report that integrates the method of apportionment and benefit analysis established in prior tasks.

This report, prepared under the applicable state legislation or City municipal code, as well as the provisions of the California Constitution Article XIID (Proposition 218), will be the basis for the assessment ballots and notices to be mailed to property owners.

The Engineer's Report will contain the following information.

- **Plans and specifications** that describe the area of special benefit, the proposed assessment, and the improvements.
- **Method of apportionment** that outlines the special benefit conferred on properties from the improvements, as well as calculations used to establish each parcel's proportional special benefit assessment; plus, a description of the assessment range formula that establishes the maximum assessment rate in subsequent fiscal years.
- **Budget** that outlines the costs and expenses to provide, service and maintain the improvements, including authorized incidental expenses.
- **Assessment diagram(s)** that identifies the boundaries of the proposed zone and/or annexation territory.
- **Assessment roll** that contains each of the Assessor Parcel numbers to be annexed to the applicable district/zone and the proportional new maximum assessment.
- **Affidavit** stating that a professional engineer has prepared the report.

Deliverables: One (1) draft Engineer's Report for review by City staff prior to submittal to the City Council for approval. Once the City has reviewed the report and Willdan has implemented agreed upon changes or modifications, we will provide the City with an electronic copy of the Engineer's Report (unsigned) for presentation at the Intent Meeting. A fully executed (signed electronic copy) of the report will be provided to the City at/or shortly after the Public Hearing. Upon request, Willdan will provide the City with an executed bound hard copy of the report after the Public Hearing.

Task 5: Review Resolutions

Objective: Review resolutions for the Intent Meeting and Public Hearing.

Description: Review drafts of each resolution, prepared by City staff for review prior to the City Council meeting agenda deadline. It is anticipated that the following resolutions will be necessary.

Intent Meeting (two [2] resolutions):

- Resolution Initiating Proceeding, and
- Resolution of Intention (preliminarily approves the proposed assessments outlined in the Engineer's Report; sets the Public Hearing date; and calls for mailed ballots).

Please note the adoption of the Resolution Initiating Proceedings, calling for the preparation of the Engineer's Report, may be adopted by Council at a separate meeting prior to the Intent Meeting. Typically, agencies adopt both the Resolution Initiating Proceedings and the Resolution of Intention at the same Council meeting.

Public Hearing (two [2] resolutions):

- Resolution Declaring Results of the Balloting; and
- Resolution Confirming the Annexation of Territory; Approving the Engineer's Report; confirming the Assessment Diagram and ordering the levy and collection of assessments.

At the City's request, Willdan can prepare the previously identified resolutions for the City's review and comment.

Meetings: Please refer to Task 8, Council Meeting Attendance.

Deliverables: We anticipate reviewing a total of four (4) resolutions will be required for City Council action and approval.

Task 6: Prepare Notices and Ballots

Objective: Prepare the necessary Notice of Public Hearing and Assessment Ballots in compliance with the provisions of the California Constitution (Proposition 218).

Description: Utilizing our experience with similar projects, Willdan will prepare drafts of the required Notice of Public Hearing and assessment ballot that will eventually be mailed to the property owner of record subject to the proposed new assessment. Draft copies of these documents will be sent to the City for review and comment prior to finalization of the documents.

Deliverables: Drafts of the notice and ballot will be delivered to City staff for review and comment prior to final versions being prepared for printing and mailing.

Task 7: Print and Mail Notices and Ballots

Objective: Print and mail notices and assessment ballots.

Description: After finalizing the notice and ballots with City staff and upon the City Council's adoption of the Resolution of Intention, we will coordinate and facilitate the printing and processing of the notices and ballots for mailing. A return #9 envelope addressed to the City Clerk will be included for the convenience of the property owner(s) to mail back the assessment ballot.

Our proposed fee includes the estimated expense to print and mail the notices and ballots (including postage), based on a standard layout that includes each piece being printed on a single, double-sided page.

Deliverables: Notices and ballots mailed to property owners of record within the proposed annexation territory. Mailing of the ballots and notices will be completed a minimum of 45 days prior to the Public Hearing date as required by law.

Task 8: Council Meeting Attendance

Objective: Attend either the Intent Meeting or Public Hearing to answer questions posed by the City Council.

Description: At the City's request, a Willdan representative will attend either the Intent Meeting or the Public Hearing to be available to answer questions from the City Council regarding the Engineer's Report and/or annexation proceeding.

Meetings: One (1) City Council session. Our pricing is based upon the assumption that the Willdan project manager may be required to attend one Council meeting (Intent Meeting or Public Hearing), but at the City's request can be available to attend additional meetings as noted within the Fee for Services section.

Note: We anticipate as the City becomes more comfortable with the process, our attendance at Council meetings may not be required for most single owner proceedings and will likely be limited to Public Hearings to tabulate ballots when multiple property owners are involved.

Client Responsibilities

To assist the Willdan Team, the City of Lemoore will provide the following information and/or services:

- Detailed listings and descriptions of the improvements, services and/or maintenance to be funded, which needs to be reviewed during the initial part of this project. Provide (as needed) pertinent budget information, which may include estimated construction costs, estimated service costs or rates, specific replacement costs and/or capital expenditures, City overhead, and available funding from other sources that can be used to offset costs.
- Various maps or diagrams (either electronically or in hardcopy) of the improvement areas and/or parcels to be included in PDMD or LLMD.
- Prepare all internal memos, staff reports, and other supporting documents necessary for Council agendas.
- Arrange for any required publication notices of City Council meetings or Public Hearing in the local newspaper.
- Review the draft reports and resolutions before the final documents are submitted for the Council agenda packets. This review is usually performed by department staff, but may include the City's legal counsel. Requested changes shall be submitted to Willdan in writing.

Legal Opinions: In preparing the resolutions, notices and ballots, Willdan will provide our professional expertise. Since we do not practice law, we ask that the City's legal counsel review the documents. We will assist your attorney in identifying any pertinent legal issues.

Balloting for Increased Assessments

The tasks identified below are specific to balloting for increased assessments in zones that are currently underfunded. The following work plan also includes basic public outreach services that can be performed by Willdan at the City's request. Although we recommend that the City reach out to affected property owners via neighborhood outreach.

Task 1: Prepare Supplemental Engineer's Report

Objective: Prepare a Supplemental Engineer's Report for the zone to be balloted.

Description: During the assessment re-engineering engagement conducted for Fiscal Year 16/17, Willdan identified underfunded zones within the PFMD and LLMD. Based on these findings and results prepare a Supplemental Engineer's Report specific to the zone being balloted. The supplemental will be separate from the annual Engineer's Report.

The supplemental report will include the elements listed below.

- **Plans and specifications** that describe the area of special benefit, the proposed assessment, and the improvements.
- **Method of apportionment** that outlines the special benefit conferred on properties from the improvements, as well as calculations used to establish each parcel's proportional special benefit assessment; plus, a description of the assessment range formula that establishes the maximum assessment rate in subsequent fiscal years.

- **Budget** that outlines the costs and expenses to provide, service and maintain the improvements, including authorized incidental expenses.
- **Assessment diagram** that identifies the boundaries of the proposed area(s) to be balloted.
- **Assessment roll** that contains each of the Assessor Parcel Numbers to be balloted and the proportional new maximum assessments being proposed.
- **Affidavit** stating that a professional engineer has prepared the report.

Deliverables: One (1) draft Supplemental Engineer's Report for review by City staff. Once the City has reviewed the report and Willdan has implemented agreed upon changes or modifications, we will provide the City with an electronic copy of the Engineer's Report (unsigned) for presentation at the Intent Meeting. A fully executed (signed electronic copy) of the report will be provided to the City at/or shortly after the Public Hearing. Upon request, Willdan will provide the City with an executed bound hard copy of the report after the Public Hearing.

Task 2: Review Resolutions

Objective: Review resolutions for the Intent Meeting and Public Hearing.

Description: Review drafts of each resolution prepared by City staff for review prior to the City Council meeting agenda deadline. It is anticipated that the following resolutions will be necessary.

Intent Meeting (two [2] resolutions):

- Resolution Initiating Proceeding; and
- Resolution of Intention, declaring the City's intent to annex properties and to levy the annual assessments; preliminarily adopts the Engineer's Report; sets the Public Hearing date; and calls for the property owner balloting.

Public Hearing (two [2] resolutions):

- Resolution declaring the results of the property owner balloting; and
- Resolution confirming the Engineer's Report, the assessments, and ordering the levy and collection of those assessments.

At the City's request, Willdan can prepare the previously identified resolutions for the City's review and comment.

Deliverables: A total of four (4) resolutions will be required for City Council approval. The first two are for the initial City Council meeting. The second set are specific to the Public Hearing. Draft resolutions will be delivered to City staff for review and comment prior to final versions being prepared and delivered to the City for the City Council agenda packet.

Note: This work plan does not include Willdan's attendance at the Intent Meeting. If the City would like our project manager to attend this public meeting, an additional fee will be provided for City review/approval.

Task 3: Prepare Notice and Ballot

Objective: Prepare the necessary notice of Public Hearing and the assessment ballot, in compliance with Proposition 218.

Description: Prepare the required notice of Public Hearing and the assessment ballot to be mailed to affected property owners. Draft copies will be sent to City staff for review and comment prior to finalization of the documents.

Our drafts of the notice and ballots will be consistent with and in a format widely used throughout the State for such assessment ballot proceedings. This documentation will be tailored as needed to specifically address the issues being balloted and the assessments for each individual parcel.

Deliverables: The draft notice and ballot will be delivered to City staff for review and comment prior to the final versions being prepared for mailing.

Task 4: Print and Mail the Notice and Ballot

Objective: Print and mail the approved notice and ballot.

Description: Upon adoption of the resolutions during the Intent Meeting, we will print and assemble the notice and ballot for mailing. The notice and ballot will be double-sided, in order to save money on postage costs. A return #9 envelope will be included for the property owner to mail back the assessment ballot to the City Clerk

The notice and ballot will be delivered via first class mail. The ballot will contain instructions to return directly to the City Clerk and to not open until the close of the Public Hearing. Mailing of the notice and ballot will be completed a minimum of 45 days prior to the Public Hearing date as set in the resolutions described in Task 5.

Please note: the direct cost for the printing, processing and mailing of the notices and ballots is included in our fee.

Deliverables: Notices and ballots mailed to the property owners of record subject to the proposed new/increased assessment.

Task 5: Public Hearing and Ballot Tabulation

Objective: Attend the Public Hearing to answer questions and assist the City Clerk with an independent tabulation of the returned ballots.

Description: A Willdan representative will attend the Public Hearing to be available to answer questions and to assist the City Clerk with an independent final tabulation of the returned ballots.

Upon the close of the Public Hearing, the City Clerk will be directed to open the ballots received, and upon completion of the tally, announce the results.

The ballots may be opened and tallied by the City Clerk with the assistance of the consultant and must be opened in a public venue. Ballot results will be tallied in a database that identifies the “yes” votes, “no” votes, and sums the accumulative totals of each for determination of the protest results. Ballots that are deemed invalid, (not signed or desired vote cannot be determined) will be identified and reviewed with the City Clerk or designee before the ballot results are finalized.

Meetings: One (1) City Council session for the Public Hearing.

Deliverables: Ballot tabulation results.

Optional: Public Outreach Efforts

Community outreach and education efforts can involve a variety of mechanisms and tools. Depending on the extent of the proposed assessment increase the City may wish to implement, a more concentrated outreach effort (that could include enhanced graphic designs for property owner mailings) to garner support for the proposed assessments which would require the City to retain the services of a public relations firm. However, Willdan can assist the City with coordinating and scheduling of basic public outreach efforts that do not require a public relations firm. Outlined below are services that Willdan can provide at the City's request.

Develop and Mail Informational Piece/Property Owner Meeting Invitation

Objective: Develop and mail an informational piece that will also serve as an invitation to an upcoming property owner workshop.

Description: In cooperation with the City, Willdan will prepare and mail an Informational Piece/Invitation to each property owner as part of an overall education effort. The mailer is intended to provide property owners with basic information about the District and the proposed assessment(s), as well as invite affected property owners to a public workshop.

We propose a single straightforward informational piece that will convey the significance and reasons for the proposed assessment increase in an easy-to-understand format, as well as provide the time and place of a workshop to discuss the proposed assessment(s). This mailing would likely be a tri-fold format, double-sided, in one (1) color. However, a more elaborate mailer utilizing multi-colors and/or graphics can be created if the City so desires.

We propose the Informational Piece/Invitation be mailed to property owners preparatory to a scheduled community meeting/public workshop. Optionally, along with the informational mailer we can work with the City to develop a brief survey questionnaire for property owners to complete and mail back, or possibly fill out and submit online.

Deliverables: A draft of the Informational Piece/Invitation will be provided to City staff for review and comment prior to mailing.

Property Owner Workshop

Objective: Provide property owners with background information to assist them in making informed decisions about the proposed assessment increase.

Description: Attend the prescheduled community meeting/workshop, acting as technical support to City staff to answer questions and provide information related to the calculation of the proposed assessment, the improvements and services they fund, and to describe the balloting process. Generally, an effective communication tool is to conduct at least one (1) property owner workshop prior to the notices and ballots being mailed, but workshops may also be scheduled during the required 45-day period between the mailing of ballots and the Public Hearing.

Meetings: Attendance at public workshop(s) with property owners prior to finalizing the Engineer's Report.

Deliverables: Printing, processing and mailing the invitation for the prescheduled workshop.

Fee for Services

Willdan will perform the work plans described in the Scope of Services section for the **fixed fees identified below**. The following notations are applicable to each of the work plans outlined within the Scope of Services section.

- Telephone conference calls are not considered meetings and are not limited by our proposal.
- Additional services, including additional meetings, may be authorized by the City and will require an additional fee.
- If the City wishes for Willdan to attend additional meetings, the fee is estimated to be \$2,150 per meeting, but will be billed based on our current hourly rate including travel time plus travel expenses.
- We will invoice the City monthly based on percent of the task completion.
- The City shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the City or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Annual District Administration Services

Willdan will annually administer the City's assessment districts for the fee denoted below for Fiscal Years 2019/2020, 2020/2021, and 2021/2022. If the district structure or parcel count(s) increases, the fee to annually administer the district(s) may change. Furthermore, upon mutual agreement between the City and Willdan, the annual district administration services can be extended beyond the defined fiscal years and the fee may be subject to a Consumer Price Index (CPI) increase.

Annual District Administration Fee for Services	
Public Facilities Maintenance District	\$9,500
Landscape and Lighting Maintenance District No. 1	8,000
Annual Expenses	<u>1,500</u>
Annual Administration Fee	\$19,000

Annexation of New Developments

For most annexation projects, Willdan will perform the tasks outlined within this specific work plan for the base fee of \$7,500 per project (annexation/development), plus \$50 per proposed residential parcel and/or \$200 per acre for each proposed nonresidential parcel. Please note the following caveats.

- If two or more projects can be concurrently annexed to the same district and addressed in a single Engineer's Report, the base fee may be discounted to reflect efficiencies gained.
- If the development to be annexed to the applicable district is greater than 50 units a fixed flat fee will be negotiated with the City for review/approval before commencing with Task 2 and subsequent tasks.
- Typically for annexation projects that involve a single developer, Willdan does not anticipate attending the Intent Meeting or the Public Hearing. If this is the case, Task 8 (Council Meeting Attendance) can be considered optional and the associated fee, \$1,800, can be deducted from the base fee.

Since the level of effort required for annexation projects can vary dramatically it may be determined that the above proposed fees are not applicable for a more complex project and the fee(s) may need to be adjusted. In such cases, Willdan will provide the City with a specific fee quote before work begins on such projects.

Note:

- **Our fee will not be contingent on the outcome of the district annexation.**
- The fees identified above include direct expenses, such as printing, postage and processing associated with the mailing of the notices and ballots.

Balloting for Increased Assessments

Willdan will perform the tasks outlined within this specific work plan for the **base fee of \$6,000 per project (annexation/development), plus \$60 per proposed residential parcel and/or \$225 per acre for each proposed nonresidential parcel.**

Since the level of effort required for such projects can vary dramatically it may be determined that the above proposed fees are not applicable for a more complex project and the fee(s) may need to be adjusted. In such cases, Willdan will provide the City with a specific fee quote before work begins on such projects.

Note:

- The fee identified above include direct expenses, such as printing, postage and processing, associated with the mailing of the notices and ballots.

Additional Services

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55

CITY OF LEMOORE CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is entered into between the City of Lemoore, a California municipal corporation ("City") and Willdan Financial Services ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Consultant ("Effective Date").

RECITALS

- A. City desires to obtain engineering and administration services related to its Landscape and Lighting Maintenance District (LLMD) and Public Facility Maintenance District (PFMD), as further set forth in the proposals from Consultant attached as **Exhibit A** ("Proposal") and incorporated herein by reference ("Services"). If there is a conflict between the terms of the Proposal and this Agreement, this Agreement shall control.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

- 1. Scope of Services. Consultant shall perform the Services described in the Recitals.
- 2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall perform the services annually for a term of three (3) years ("Initial Term"). The Parties may, by mutual written agreement, extend the Initial Term by two (2) additional one (1) year terms; provided however, that this Agreement shall not be extended beyond five (5) years from the Effective Date of this Agreement.
- 3. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement in accordance with the terms set forth in **Exhibit A**. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and, unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.
- 4. Independent Contractor Status. Consultant shall perform the Services as an independent contractor and not as an officer, employee, agent or volunteer of City. Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for City that are outside the usual course of City's business. Contractor is free from the control and direction of City in connection

with the manner in which it provides the Services to City. This Agreement shall constitute a bona fide business-to-business contracting relationship between City and Consultant and shall in no way be deemed to create any employment or contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including, but not limited to, Consultant's employees or subcontractors, any claim or right of action against City.

5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, employees, volunteers or agents, such subcontractors, employees, volunteers or agents are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, employees, volunteers or agents, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

6. Subcontractors. Except as expressly authorized in writing by City, Consultant shall perform the Services under this Agreement without the use of subcontractors.

7. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

8. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible for ensuring and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports along with one hard copy and one digital copy of all final reports prepared by Consultant under this Agreement.

9. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors, employees, volunteers or agents in connection with the Services, regardless of the medium, including written proposals and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

10. Confidentiality. All data, reports, conclusions, opinions, recommendations and other Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City,

unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and, where applicable, subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors, employees, volunteers or agents to be bound to these confidentiality provisions.

11. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

12. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor, shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

13. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

14. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

15. Termination of Agreement. This Agreement shall terminate upon completion of the Services. Notwithstanding the foregoing, City may terminate this Agreement at any time by giving thirty (30) days' advance written notice. In the event of early termination, Consultant shall be paid for satisfactory Services performed to the date of termination.

Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, written proposals, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

16. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

17. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, City Council members, employees, volunteers, agents and city officials harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with actual acts, errors, omissions or negligence of Consultant or its subcontractors, employees, volunteers or agents relating to the performance of Services described herein.

18. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

19. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed, provided the e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

20. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

21. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

22. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

23. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

24. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Kings, California. Thus, in the event of litigation, the Parties agree venue shall only lie with the appropriate state or federal court in Kings County.

25. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

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

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

28. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

29. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant

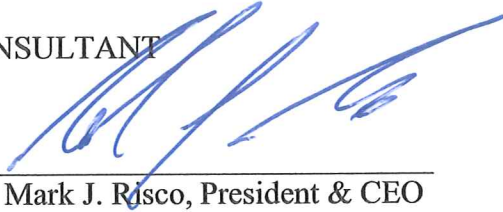
employees or applicants for employment. Consultant shall ensure that, where applicable, any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to, race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

NOW, THEREFORE, the City and Consultant have executed this Agreement on the date(s) set forth below.

Signatures on Next Page

CONSULTANT

By:



Mark J. Risco, President & CEO

Date: March 9, 2021

CITY OF LEMOORE

By:

Nathan Olson, City Manager

Date: _____

Party Identification and Contact Information:

Willdan Financial Services

Jim McGuire

Principal Consultant

City of Lemoore

Attn: Nathan Olson, City Manager

711 W. Cinnamon Drive

Lemoore, CA 93245

nolson@lemoore.com

(559) 924-6744

EXHIBIT A

CONSULTANT PROPOSAL

See attached.

EXHIBIT B

INSURANCE REQUIREMENTS

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

a. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

(i) Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for a period of five (5) years following completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than Two Million Dollars (\$2,000,000.00) 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.

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

(iv) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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

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

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

10 form along with the CG 20 37 coverage form will give some protection to the entity for specific locations.

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

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

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

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

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

Consultant shall maintain all of the foregoing insurance coverages during the term of this Agreement, except as to (a) the products and completed operations coverage under the General Liability Insurance which shall also be maintained for a period of ten (10) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier; and (b) Professional Liability Insurance, which shall be maintained for a period of five (5) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier.

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



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

Staff Report

Item No: 3-9

To: Lemoore City Council
From: Nathan Olson, City Manager
Date: April 1, 2021 **Meeting Date:** April 6, 2021
Subject: Option to Purchase Real Estate Agreement between the City of Lemoore and 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:

Approve the Option to Purchase Real Estate Agreement (Exhibit “A”) for use of approximately 18 acres of city property and authorize the City Manager, or designee, to execute related documents.

Subject/Discussion:

The City of Lemoore owns an 18 acre parcel that is currently occupied by Framework Racing, Inc. (Lemoore BMX). People’s Properties, LLC desires to enter into an option to purchase the 18 acres for agricultural-related uses. This Agreement would allow the current Framework Racing lease to stay intact until the expiration date of June 30, 2025.

The City views the BMX track as an asset to the community. The BMX facility is host to several state and national events annually. It is the desire of all parties to maintain a BMX track located within City limits in the future.

The City previously entered into a PDA with Peoples Properties, LLC and under section X(e) of that PDA, the City Manager is delegated authority to administratively amend the PDA so long as the changes do not materially alter the land uses or development contemplated under the PDA. The City Manager desires to amend the PDA to include the subject 18 acres which will provide the same uses as originally proposed in the PDA. If

Council desires to have this item return as a PDA amendment, it can direct staff to return at a later date with a formal PDA amendment.

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):

People's Properties, LLC will pay \$100,000 (\$10,000 within 3 days of agreement, \$90,000 at 12 months from date of agreement) for the option to purchase. Peoples Properties, LLC will pay a total of \$540,000 (\$30,000/acre) for the 18 acres, APN 024-080-069-000 if they decide to exercise the option in 2025. Framework Racing currently pays the City \$1/year.

Should the option to purchase real estate not be exercised, the city retains the \$100,000 down payment.

Alternatives or Pros/Cons:

Pros:

- Economic benefits through rent payments and purchase price
- Job creation
- Potential stimulation of future growth
- Guaranteed \$100,000 payment

Cons:

- Public Perception

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends approval of the Option to Purchase Real Estate Agreement with People's Properties, LLC.

Attachments:

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

List:

Option to Purchase Real Estate
Lease Agreement, City of Lemoore and Framework Racing

Review:

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

Date:

- 04/01/2021
- 04/01/2021
- 04/02/2021
- 04/01/2021
- 04/01/2021

OPTION TO PURCHASE REAL ESTATE

This **OPTION TO PURCHASE REAL ESTATE** (this "Agreement") is effective on the latest date that all parties execute this Agreement (the "Effective Date"), and is entered into by and between the City of Lemoore (hereinafter referred to as "Owner") and People's Properties, LLC, a California limited liability company (hereinafter referred to as "Optionee").

WHEREAS, Owner is the owner of that certain real property located at 19S 20E-21, in the City of Lemoore, Kings County identified as APN 024-080-069-000, consisting of approximately 18 acres as depicted on **Exhibit A** attached hereto and made a part hereof for all purposes (said parcel of land, together with all improvements thereon and all rights and appurtenances pertaining thereto, including all mineral and water rights, is hereinafter referred to as the "Property");

WHEREAS, Owner entered into a 10 year lease (the "Lease") with Framework Leasing, Inc. ("Tenant"), which Owner has a right to terminate, at any time, with no less than 30 days' written notice to Tenant; and

WHEREAS, Optionee desires to obtain from Owner an exclusive option to purchase the Property.

NOW, THEREFORE, the parties hereto agree as follows:

1. Option. For and in consideration of One Hundred Thousand Dollars (\$100,000.00) (the "Option Payment") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Optionee an exclusive right and option to purchase the Property (the "Option") at the Purchase Price (as hereinafter defined) and on the terms and conditions hereinafter set out. The Option Payment shall be payable by Optionee to Owner in the following manner: (i) Ten Thousand Dollars (\$10,000.00) within three (3) days of the Effective Date of this Agreement; and (ii) Ninety Thousand Dollars (\$90,000.00) on a date that is twelve (12) months from the Effective Date assuming that the Option has not been exercised prior to that date.

2. Purchase Price. The purchase price of the Property shall be Five Hundred Forty Thousand Dollars (\$540,000.00) (the "Purchase Price"), to be paid to Owner in cash upon the delivery of the deed conveying the Property to Optionee or its permitted assignee subject only to permitted encumbrances in accordance with the PSA.

3. Option Term. The term of the Option herein granted is for a period commencing on the Effective Date and expires sixty (60) days from the date that the Tenant permanently vacates the Property whether because the Lease term has ended or Owner or Tenant terminated the Lease. Owner shall provide Optionee with written notice on the date that Tenant permanently vacates the Property. Notwithstanding the foregoing, Optionee shall have the right to exercise the Option at any time before the end of the Option term by providing Owner with written notice of its intent to exercise the Option. Thereafter, Owner shall provide Tenant with the thirty (30) days' written notice to vacate provided for under the Lease. Thereafter, Optionee shall have sixty (60) days after Tenant permanently vacates the Property to close the purchase. If the Option is not exercised by notice in writing prior to the expiration of the Option term, the Option shall expire and the consideration paid therefor shall be retained by Owner. All amounts paid by Optionee to Owner pursuant to Section 1 shall be credited toward the Purchase Price in the event the Option is exercised.

4. Notice; Exercise of Option or Termination of Option. All notices, including notice of

election of Optionee to exercise the Option, shall be delivered to Owner in person or by a prepaid nationally recognized courier service, or mailed to Owner by certified United States mail, postage prepaid, addressed to Owner at the address given in this Agreement, and the same shall be deemed to have been received on the day it is delivered (if delivered in person or by courier service) or postmarked (if mailed by United States mail), as the case may be. Payment for purposes of Section 1 and 2 of this Agreement shall be deemed made on the date when delivered to Owner's address specified herein (if delivered in person or by courier service) or postmarked (if mailed to Owner by certified United States mail, postage prepaid, addressed to Owner at the address specified herein). The parties, or either of them, may insist that the transactions contemplated by this Agreement be conducted through an escrow company chosen by that party. The escrow and title fees shall be paid according to industry standard and custom.

5. No Obligation to Purchase. Nothing in this Agreement is intended or shall operate to require or obligate Optionee to purchase the Property or use the Property for any particular purpose, and Optionee may terminate the Option and this Agreement at its sole election and at any time.

6. Purchase and Sale Agreement. The parties agree that the transactions contemplated herein shall be memorialized and made subject to a usual and customary CAR Vacant Land Purchase Agreement and Joint Escrow Instructions ("PSA").

7. Water Rights. The parties agree that from the Effective Date until the Option is exercised, expires or is otherwise terminated pursuant to the terms hereof, Optionee shall have reciprocal access and rights to all water rights appurtenant to the Property, if any, which include, but not be limited to, all wells, pumps, motors, water discharge facilities, pipeline, irrigation systems, easements, rights-of-way for ingress and egress, licenses, and water rights and privileges (which water rights and privileges include, without limitation, any and all rights the Property may have or that Optionor may have with respect to the Property.) Optionee shall comply with all applicable laws and governmental regulations pertaining to the use of such water. Optionee shall promptly pay, but no less frequently than monthly, all charges and costs of its use of water on the Property. Optionor makes no representations or warranties regarding the quantity or quality of the water supplies available on the Property or its fitness for a particular purpose. Optionee shall use the water supply, if any, in an "as is" and "where is" condition and assumes the risks related to the water use. Without limiting the generality of the foregoing, from the date that Optionee first uses the water supply, if any, Optionee shall maintain all wells, pumping plants, valves and underground pipelines ("Water System") located upon the Property in good condition. Optionee shall keep the Water System in good working order at all times. In the event any element of the Water System collapses or fails, Optionee shall repair or replace it at Optionee's expense. All repairs and replacements required of Optionee shall be promptly made with new materials of like kind and quality. In addition, from the Effective Date until the Option is exercised, expires or is otherwise terminated, Optionee shall have the right to install a ponding basin on the Property as well as extend any existing pads as may be necessary, at all times subject to Tenant's right to occupy the entirety of the Property.

8. Assignment. In its sole and absolute discretion, Optionee shall have the right to assign this Agreement or any of Optionee's rights and obligations hereunder at any time without the consent of Owner. Optionee shall notify Owner, in writing, of any such permitted assignment and the name of the assignee.

9. Condemnation. In the event that any portion of the Property which, in Optionee's sole opinion, is not material to the use of the remainder, shall be condemned or taken by eminent domain by any authority, then in such case, this Agreement shall not terminate, but shall remain in full force and effect, and Owner shall assign or pay to Optionee, at Closing, Owner's interest in and to any

condemnation award or proceeds from any such proceedings or actions in lieu thereof. In the event of a taking by condemnation or similar proceedings or actions of all of the Property, or any portion of the Property which, in Optionee's sole opinion, is material to the use of the remainder, Optionee shall have the option to terminate this Agreement upon written notice to Owner prior to Closing, in which event neither Optionee nor Owner shall have any further right or obligation hereunder except as set forth herein.

10. Closing. The deed shall be delivered and the sale closed within sixty (60) days after the exercise of the Option ("Closing Date"); provided that if Owner cannot deliver title, as specified in the PSA, and the title is not acceptable to Optionee at that time, the sale shall be closed within three days after the title is acceptable to Optionee ("Closing").

11. Zoning; Permits. Owner agrees to cooperate with Optionee with regard to any tax incentives, tax abatements, entitlements, re-zoning, variances, building permits, regulatory approvals, site plan approvals, subdivision or other similar matters that would be reasonably necessary or appropriate for the intended use of the Property by Optionee, including, without limitation, the execution of any relevant applications. To the extent that any permits or other governmental approvals are issued to Owner as a result of Optionee's development activities, Owner shall cooperate with Optionee to transfer such permits or governmental approvals to Optionee at Closing. Optionee acknowledges that, should it choose to exercise the Option, Optionee would be purchasing the Property without any representation or warranty from Owner except those expressly set forth in the PSA or in a customary grant deed. Optionee acknowledges that Owner makes no representation or warranty regarding Optionee's ability to utilize the Property for the intended use. In the event that Optionee is unable to permit, design or build its intended project on the Property, then unless Owner has breached one or more of the express representations, warranties or obligations contained in this Agreement or the deed, Optionee's only remedy shall be to terminate the Option and the Owner shall have the unequivocal right to retain all deposits received hereunder.

12. Possession. Owner represents and warrants to Optionee that it owns the Property and that no person or legal entity other than Owner and Tenant are in or, to the best of Owner's knowledge, are entitled to possession of the Property or any part thereof. Owner represents and warrants that there is no dispute, claim, or legal proceeding pending, or threatened, against the Property. At no additional cost, from the Effective Date to the earlier of: (i) the termination or expiration of the Option; or (ii) the Closing, Optionee shall be granted the right to occupy an agreed upon area on the Property measuring 100' x 150' in order to store and/or install Optionee's equipment. Such right to occupy shall be subject at all times to Tenant's rights to occupy the entirety of the Property.

13. Authority. Owner and Optionee each warrant to the other that entering into this Agreement is within its authority, does not violate any agreement to which it is a party, and does not require the consent of any other person.

14. Commissions. Optionee represents and warrants to Owner that it has not retained or otherwise dealt with a real estate agent or broker in connection with the purchase of the Property contemplated by this Agreement. Each party shall indemnify and hold harmless the other from and against any and all liabilities arising from any claims relating to real estate commissions which claims are caused or incurred by it.

15. Governing Law; WAIVER OF JURY TRIAL. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of

California. **EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT.**

16. Memorandum of Option. Owner agrees to execute appropriate documentation in form and substance reasonably acceptable to Owner and in recordable form (the "Memorandum of Option") to be prepared and filed at Optionee's expense in the land records of Kings County in which the Property is located to record notice of this Agreement and the Option.

17. Successors and Assigns. This Agreement shall be binding upon the personal representatives, executors, administrators, heirs and assigns of Owner, and inure to the personal representatives, executors, administrators, heirs and assigns of Optionee.

18. Condition of the Property. Owner represents and warrants that there is no significant adverse factor or condition known to Owner relating to the Property or the intended use thereof, which has not been specifically disclosed in writing by Owner to Optionee.

19. Breach of Representations and Covenants by Owner. Owner shall be responsible for any claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, loss, costs and expense (including but not limited to reasonable attorneys' fees) arising or resulting from, or suffered, sustained or incurred by Optionee as a result (direct or indirect) of the untruth or inaccuracy of any of the matters represented and warranted by Owner to Optionee or the breach of any of the covenants, representations, and warranties of Owner set forth herein.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representative with their respective signatures below.

Owner:
The City of Lemoore

By: _____
Nathan Olson

Title: City Manager

Dated: April __, 2021

Optionee:
People's Properties, LLC

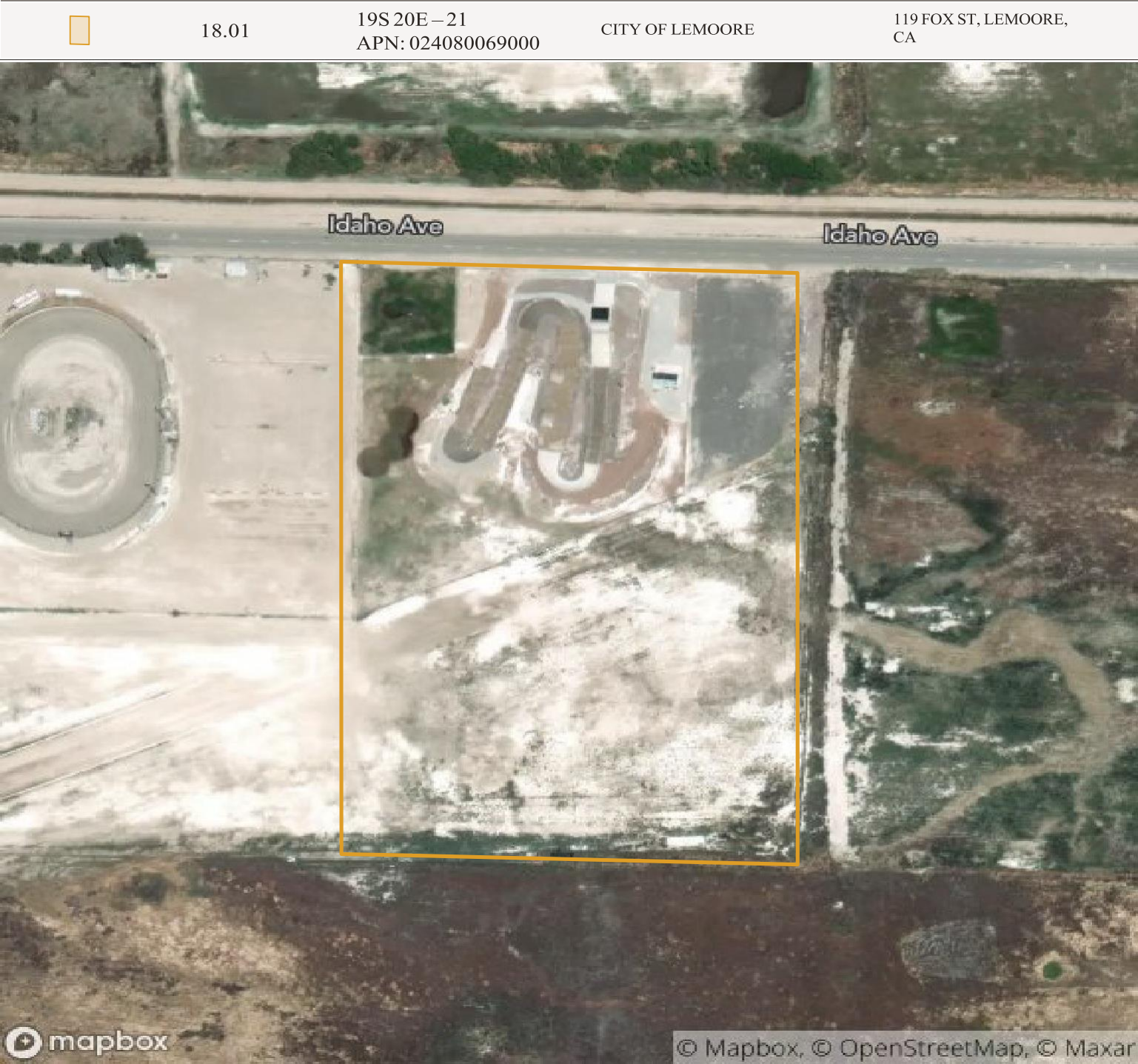
By: _____
Frank Kavanaugh

Title: Authorized Signatory

Date: April __, 2021

Exhibit A – Property Description

The Property’s APN is 024-080-069-000. The lot is approximately 18 acres.



LEASE AGREEMENT

CITY OF LEMOORE AND FRAMEWORK RACING, INC.

This Lease Agreement (hereinafter "Agreement") is made by and between Framework Racing, Inc. (hereinafter "Lessee"), and City of Lemoore, a municipal corporation, (hereinafter "City"). City and Lessee are collectively referred to herein as "Parties."

RECITALS

- A. City owns real property located at _____ (hereinafter "Property");
- B. Lessee wishes to lease the Property to build and operate a bicycle motocross track sanctioned by the National Bicycle League. Lessee will have until July 1, 2015 to raise \$12,000 to put toward the production of the track. Once the funds are in place, the lease will become binding;

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual obligations agreed to by the parties listed herein, City and Lessee agree as follows:

1. Lease of Property.

1.1 Lease. City owns in fee and hereby leases to Lessee, in "as is" condition the Property. A map depicting the Property is attached to this Agreement as Exhibit "A", and is incorporated as though fully set forth herein.

1.2 Conditions Precedent. This Agreement will become effective once Lessee has raised \$12,000.00 in funds as initial financing towards the production of a bicycle motocross track. Lessee will deposit the funds into a trust account subject to the purposes set forth in this Agreement. Lessee will provide proof to the City of the deposit. This deposit must be made by July 1, 2015. If Lessee fails to deposit the required funds and provide proof of the deposit to the City by this date, this Agreement will be rescinded.

1.3 Term of Lease. The term of this Agreement shall be for a period of ten (10) years. The Agreement may be extended for additional one year periods upon Lessee's written notice to City at least thirty days before the end of the ten year period, unless sooner terminated pursuant to the terms of this Agreement. Lessee understands that notwithstanding this provision, the City has the right to give thirty days notice to terminate the Agreement at any time.

1.4 Utilities. Lessee will be responsible for the cost of water, sewage, trash, gas and electricity arising from Lessee's use of the Property.

03/09/15

1.5 Rent. Lessee will pay One Dollar and No/100 (\$1.00) per year for the lease of the Property.

1.6 Improvements and Use of Property. It is understood that Lessee shall construct certain improvements on the Property. The improvements consist of a bicycle motocross sanctioned by the USA BMX – American Bicycle Association. Lessee shall adhere to all City, State and Federal laws regarding construction of the improvements, and agrees to obtain all necessary permits to construct said improvements. \$12,000 will be borne by the lessee and put into an account to be used for overhead costs to operate the facility. City shall be responsible for \$37,000 of initial construction costs after the \$12,000 in working capital has been verified that it is on deposit by Lessee. This \$37,000 will pay for ground work, leveling, electrical hook up, a starting gate and a fence. Lessee will use the Property for operation of a bicycle motocross track sanctioned by USA BMX – American Bicycle Association. Lessee may undertake improvements additional to above only (i) upon approval of the City, in its sole discretion, and (ii) at Lessee's sole cost, expense and risk. Lessee shall be responsible for all required permits/approvals. Lessee is solely responsible for maintenance and repairs of the improvements and shall keep the improvements in good working order and safe conditions.

Lessee agrees to comply with all applicable laws, ordinances and regulations in connection with its use of the Property. Persons engaged by Lessee to provide labor and service shall not be deemed or considered employees, agents, or independent contractors of City.

Lessee shall not commit any waste or any public or private nuisance upon the Property. Lessee shall not do anything on the Property that will cause damage to the Property.

Insurance. Lessee agrees to obtain and maintain in full force and effect during the term of this Agreement insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the use of the Property by Lessee as provided in this Agreement. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by City Council. Lessee agrees to provide City with copies of required policies upon request.

Lessee shall provide the following scope and limits of insurance:

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

- (1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1, "any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.
- (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Lessee and all risks to such persons under this Agreement.

(b) Minimum Limits of Insurance: Lessee shall maintain limits of insurance no less

than:

- (1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(c) Other provisions: Insurance policies required by this Agreement shall contain the following provisions:

- (1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested has been given to City .
- (2) General Liability and Automobile Liability Coverage:
 - (i) City and their respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities Lessee performs; products and completed operations of Lessee; premises owned, occupied or used by Lessee; or automobiles owned, leased, hired or borrowed by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.
 - (ii) Lessee's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Lessee's insurance.
 - (iii) 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.
 - (iv) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.
- (3) Employer's Liability Coverage: Unless the City Council otherwise agrees

in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Lessee.

(d) Other Requirements: Lessee agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Lessee furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

- (1) Lessee shall furnish certificates and endorsements from each subcontractor identical to those Lessee provides.
- (2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- (3) The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

1.8 Indemnification. Lessee shall indemnify, defend, and hold harmless City, its Council, officers, and employees from any and all costs, expenses (including reasonable attorney's fees and court costs), damages, claims, causes of action, losses or any other liabilities arising out of the negligent or wrongful acts, errors or omissions of Lessee, its agents, employees or contractors in the lease of the Property.

1.9 Assignment of Lease. No assignment or any interest in the lease shall be valid or operative unless City shall formally approve the assignee and assignee executes a lease agreement with City on the same terms or conditions as the assigned lease. Lessee shall not sublease without the written consent of City.

1.10 Condition of Land. Lessee specifically acknowledges that City is leasing the Property on an "As Is" basis, and that Lessee is not relying on any representations or warranties of any kind whatsoever, express or implied, from City, its agents or brokers as to any matters concerning the Property, including without limitation: the quality, nature, adequacy and physical condition of the Property, including the quality, nature, adequacy and physical condition of soils, geology and any groundwater; merchantability or fitness, suitability, value or adequacy of the Property for any particular purpose; the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity.

1.11 City's Right of Entry for Flood Protection. City and its representatives, shall have an unconditional right to enter and use the Property for water ponding capacity as may be needed by City to protect City against flooding.

2. Non Performance and Termination.

2.1 Any event of nonperformance by either party that is not cured within 30 days written notice thereof (or if not reasonably capable of cure within said 30 days when said cure is not commenced within the 30 day period and continued to completion of cure) shall be an event of default. Upon default, the non-defaulting party may, notwithstanding any other available right/remedy elect to terminate this Agreement.

2.2 Upon expiration or earlier termination of this Agreement, Lessee shall surrender the Property to City in as good a condition and repair as existed on the date of this Agreement, less reasonable wear and tear. All additions or improvements become the Property of the City at the conclusion of the lease.

3. Mutually Binding Terms.

3.1 Governing Law. Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Kings County, California, or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

3.2 Attorney's Fees. Both parties agree in the event it becomes necessary for the non-breaching party to enforce any of the provisions of this Agreement, the breaching party is to pay a reasonable amount as and for attorney's fees as may be determined by the Court.

3.3 Notice. Any notice or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

City:

**City of Lemoore
119 Fox St.
Lemoore, CA 93245
Attention: City Manager**

Lessee:

**Framework Racing Inc.
3340 Ticonderoga Ave.
Lemoore, CA 93245
Attention: Derek Weisser**

Either party may change its address for purposes of this section by giving written notice of the change to the other party in the manner provided in this section.

3.4 Entirety - Succession. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, superseding all prior negotiations,

representations, and contracts, and constitutes the entire agreement concerning City's leasing of the Property to Lessee.

3.5 Binding on Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment of such assignee has been approved by City in writing as provided in Paragraph 1.8 of this Agreement.

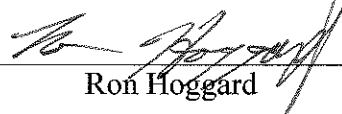
3.6 Authority. All individuals executing this Agreement on behalf of that entity represent that they are authorized to execute and deliver this Agreement on behalf of that entity.

3.7 Sole Agreement. This Agreement constitutes the sole and only agreement between City and Lessee respecting the lease of the Property described in this Agreement. Any agreements or representations respecting the lease of said Property, not expressly set forth in this Agreement are null and void.

IN WITNESS THEREOF, the parties execute this Agreement on the date first above written:

"City"
CITY OF LEMOORE

y:



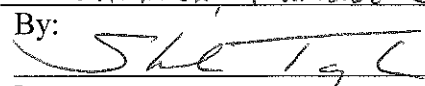
Ron Hoggard
City Manager

"Lessee"
FRAMEWORK RACING, INC

y:



ts:

Chairman, Framework Racing Inc.
By: 

Its: RECREATION SPECIALIST

Attachment: Exhibit "A" – Description of Property

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

Staff Report

Item No: 4-1

To: Lemoore City Council

From: Steve Brandt, City Planner

Date: March 9, 2021 Meeting Date: April 6, 2021

Subject: First Reading – Resolution 2021-06 and Ordinance 2021-02, approving Planned Unit Development No. 2020-03, Fairway Courtyards Tentative Subdivision Map No. 2020-02, and Major Site Plan Review No. 2020-05.

Strategic Initiative:

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

Proposed Motion:

Adopt Resolution 2021-06 and introduce and waive the first reading of Ordinance 2021-02, approving Planned Unit Development No. 2020-03, Fairway Courtyards Tentative Subdivision Map No. 2020-02, and Major Site Plan Review No. 2020-05 in accordance with the findings and conditions in the Resolution.

Subject/Discussion:

The applicant proposes to subdivide 4.59 acres into 29 single-family residential lots and three outlots, which contain a small park, a 5-space parking area, and an on-site ponding basin. The project is located approximately 400 feet south of Iona Avenue and on the east side of Vine Street. Proposed access to the subdivision is from Sandtrap and Green Lanes along Vine Street on the site's western boundary. Land use to the immediate north of the site is designated Light Industrial and already supports several commercial moving and storage operations. On the east and south is the Lemoore Municipal Golf Course. To the west, across Vine Street, is the City's wastewater treatment facility.

The minimum lot size is 2,508 square feet, and the maximum lot size is 5,747. The average lot size is 4,337. The applicant has also submitted elevations and floor plans for four separate home layouts to be built on the lots ranging in size from 867 square feet to 1,551 square feet. Three of the four elevation plans have two different elevation types,

ornamentation, and roofline options. The homes are pre-plotted, meaning that a specific floor plan is planned for each lot.

Home Size:	867 sq. ft. to 1,551 sq. ft.
Lot Size:	2,508 sq. ft. to 5,747 sq. ft.
Average Lot Size:	4,337 sq. ft.



Site Location
Fairway Courtyards

Previous Relevant Actions: As per City Resolution No. 2004-48, Tract Map TR 820 – Fairway Courtyards, was previously approved and the final map was recorded, creating 39 lots with 3 outlots on the site. Construction of the infrastructure and roadways began but were not completed due to unfavorable economic conditions at the time. The original project, a 39-unit multi-family housing project was approved per Planned Unit

Development 2004-021, CUP 2004-054 and TSM 2004-043, was passed and adopted by Resolution 2004-48 on September 7, 2004 (Exhibit C).

The previously approved and installed street and utility improvements will be utilized for the new development. The new Planned Unit Development (PUD) and tentative subdivision map will recreate 29 new lots over the 39 existing lots. Therefore, the former project, Planned Unit Development No. 2004-021, and finalized lots (APNs: 024-390-001 through 024-390-042) would be revoked and superseded by the new PUD and tentative subdivision map.

General Plan: The site is designated Low-Medium Density Residential by the General Plan. The proposed residential density is consistent with this General Plan designation. The General Plan allows PUDs to be created in this designation that meet the planned density.

Zoning: The Zoning Map designates the site as Low-Medium Density Residential (RLMD). The proposed use is consistent with the current municipal Zoning ordinance. The Zoning Ordinance allows PUDs to be approved that deviate from the standard minimum lot sizes and building setback standards.

Tentative Subdivision Map: The Tentative Subdivision Map includes 29 total residential lots and 3 outlots consisting of 1.2 acres. The streets servicing the area are Vine Street and Iona Avenue. Local streets are proposed as public streets. They will not comply with current City standards. The City engineer will accept the non-standard streets because they are already partially constructed. To change the project to meet City standard would make the project economically infeasible.

The new map configuration will supersede the previously approved TSM 2004-043 and reconfigure lot layouts for the 29 individual parcels shown.

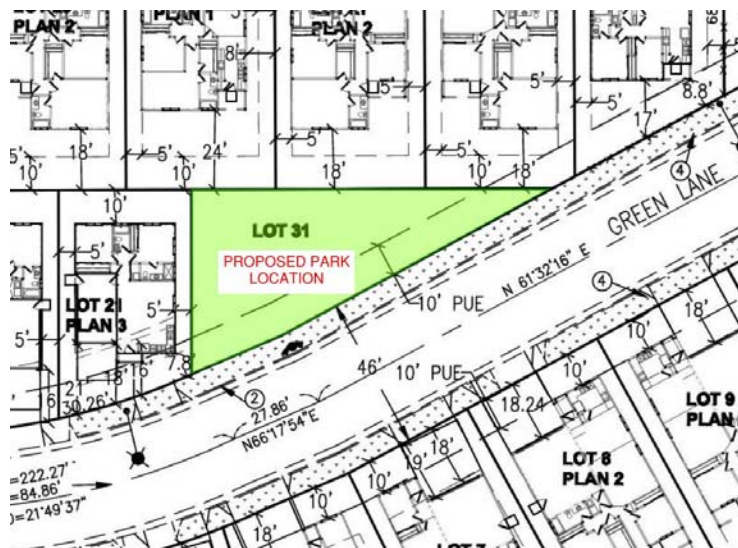
Major Site Plan Review: The Major Site Plan Review comments dated February 16, 2021 and checklists from the City departments are attached. As noted, the proposed map is consistent with City standards for new subdivisions, as modified by the proposed PUD. A condition has been included in the Resolution to meet the conditions in the site plan comments/checklists.

Vehicular and Pedestrian Access: The proposed ingress/egress to the subdivision is via two entrances. One is from Vine Street at Sandtrap Lane and the other is just to the south at Green Lane. These two points of ingress/egress provide adequate traffic circulation and access for all 29 residential lots. Parcels adjacent to Vine Street would not have any direct access onto Vine Street. As a collector street under the General Plan designations, the proposed right-of-way of Vine Street would be 60 feet, which is acceptable to the Public Works Department and allowed by the General Plan.

Storm Drainage Basin: The Plan proposes to drain surface and collected stormwater to a basin at the eastern end of the site. The existing basin will be expected to accommodate all the stormwater runoff from the subdivision. Storm drainage basin calculations for sizing basin will need to be provided to the City.

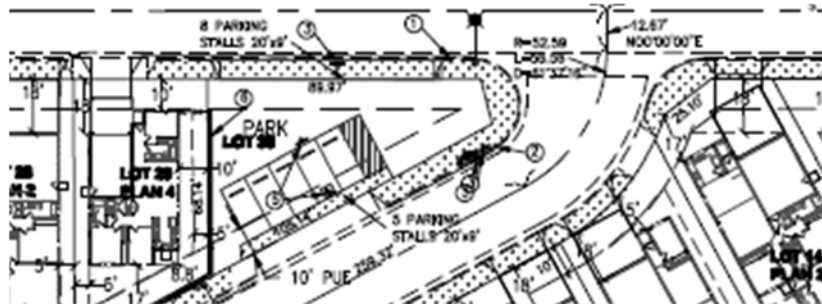
Park: The park, shown on the plan as Lot 31, will be built to City standards by the developer and dedicated to the City when completed. Maintenance will be funded through a public facilities maintenance district (PFMD). The applicant has submitted a concept plan for landscaping of the park. The Planning Commission has recommended the proposed park be ADA compliant and include a minimum of one tot lot play structure suitable for 2-5 year olds, two park benches, one picnic table, shade trees, landscaping and access walk/walks connecting benches, table, play structure and the street. The park and all included equipment shall be approved by the Community Development Director prior to installation. To ensure that the park is available to new residents, Staff is recommending a condition that the park be completed and open for use prior to completion of the 10th home.

The Lemoore Municipal Code requires 0.016 acres per single-family lot to be dedicated as park land with a new subdivision. The 29 lots would require 0.464 acres (or 20,212 sq.ft.) of park acreage. Based on the draft Tentative Subdivision Map submitted November 5, 2020, the park is approximately 3,128 sq.ft. Since the actual landscaped acreage of the park is less than 0.464 acres, the remaining acreage required for the Ordinance shall be provided through an in-lieu fee with the amount based on an appraisal of residentially zoned properties performed by an appraiser approved by the Community Development Director in accordance with City Ordinance Section 8-7N-4. The cost of the appraisal shall be paid by the developer. A condition is being recommended that up to \$7,500 in park in-lieu fees be credited toward the cost of the tot lot play structure.



Park Location

Parking Area: Lot 30 is designated as additional parking for residents and guests. Areas that do not contain pavement shall be landscaped in a manner compatible with the rest of the development.



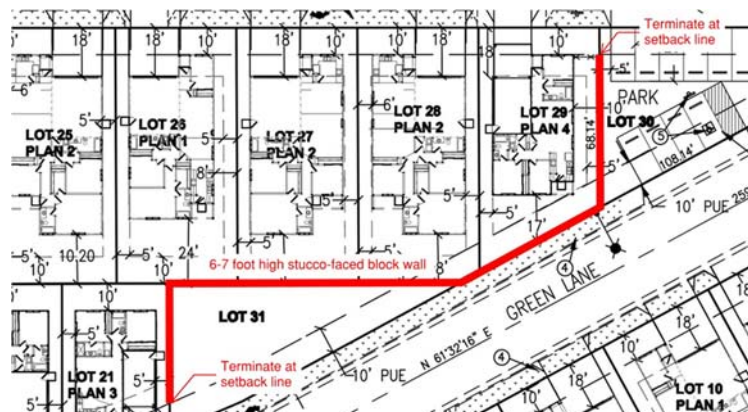
Parking Area

On-street Parking: Because the streets are narrower than City standard, on-street parking will only be allowed on the south side of Green Lane and Sandtrap Lane. The north side of both streets will have red curb for no parking.

Walls & Fences: A minimum 6'8" high decorative masonry block wall shall be installed along the northern boundary line of the subdivision and along Vine Street. To be consistent with the other golf course subdivisions, Staff had recommended a stucco covered wall; however, the Planning commission, after hearing testimony from the applicant, is recommending a painted wall. The wall shall be constructed per City Standards and include columns and caps.

Fences along the south side of the subdivision, adjacent to the golf course, will be of powder coated wrought iron (or similar approved material) to match the properties with existing fencing currently surrounding the golf course. The wrought iron fencing will also be located between the end of the cul-de-sac and the drainage basin.

An enhanced wood fence separating the residential living spaces from the proposed park and parking lot (Lots 30 and 31) is recommended since the City will be responsible for maintenance of the fence over time. The recommendation is that a continuous concrete mow strip be placed along the fence line, and that the fence posts be constructed of metal or concrete. This will lengthen the fence's lifespan before needing replacement. The fence shall be constructed so that the posts face away from the public view.



Location of enhanced wood fence

Easements: The site plan indicates a proposed 10-foot wide public utility easement (PUE) on all lots adjoining the streets.

Due to the proximity of the wastewater treatment plant, a noise and odor easement needs to be recorded to legally inform buyers of the potential for noise and odor. This easement is required for all new subdivisions in Lemoore due to industrial, aircraft and agricultural activities, but it is especially important because of this project's proximity to the wastewater treatment facility.

Because the subdivision is located adjacent to the golf course, an airspace easement will need to be recorded. This is required to protect the golf course from claims for damage caused by golf ball impacts.

Vine Street Walkway/Bikeway: The City has obtained a grant to construct an off-street walkway/bikeway adjacent to Vine Street extending south of Green Lane adjacent to the golf course property. A condition has been added to continue the walkway/bikeway along the project site between the curb and block wall along Vine Street north of Green Lane.

Water: Water service is provided by a looped line through the subdivision that connects to 12-inch service at Iona Avenue.

Fire Hydrants: The City Fire Department requires the installation of fire hydrants spaced approximately 300 feet apart within the subdivision and shall have adequate fire flow as determined by the City Engineer.

Streetlights: Streetlights will need to be provided along Vine Street and within the development. Streetlights along Vine Street will need to meet the City collector street standards. Streetlights along Sandtrap and Green Lanes will need to meet the City local street standards.

Cluster Mailboxes: The location of the cluster mailbox pads and installation of boxes are the responsibility of the developer and final number and location of the pads shall be coordinated with the Lemoore Postmaster.

Dust Control: Soil disruption during construction can cause significant fugitive dust, which is a major contributor to the current air quality problems in the region. The developer will need to comply with the San Joaquin Valley Air Pollution Control District standards and the City of Lemoore dust control requirements.

Planned Unit Development: The RLMD (Low-Medium Density Residential) zone has a minimum lot size standard of 3,000 square feet as shown in the Lemoore Municipal Code (LMC), Table 9-5A-4A. The applicant has proposed modifications to the development standards, which can be obtained through the approval of a Planned Unit Development (LMC, Title 9, Chapter 9), and would be conditioned on the future adoption of an ordinance by the City Council establishing an overlay zone for the Planned Unit Development. The proposed Planned Unit Development would modify those standards to allow smaller sized lots. The smallest lot would be 1,934 square feet. The average would be 3,750 square feet.

The RLMD (Low-Medium Density Residential) zone typically has a minimum front setback of 20 feet, from the front of the garage, 5 feet side (interior) for single-story homes, 10 feet side (interior) for two-story homes, 15 feet street side, 10 feet rear for single-story

homes, and 10 feet rear for two-story homes, as shown in the Lemoore Municipal Code 9-5A-4A.

The applicant has proposed that the Planned Unit Development modify the standards to allow a change to the required minimum setbacks for this subdivision only. The project proposes minimum setbacks of 10 feet from the property line to front of living space and 18 feet to front of garage.

All the home layouts are single story with garages recessed behind the front living space. Street side setbacks will remain at 15 feet. Interior side setbacks will remain at 5 feet. To accommodate the proposed home plans, Staff is recommending minimum rear setbacks be 10 feet for Lots 15 to 29 and 20 feet for Lots 1 to 14. The homes shown on the plan that do not meet these minimums can be shifted so that the minimums are met. The maximum height of the homes would remain the same as the standards in the zoning ordinance.

The home plans have been designed to fit on the site. While the lot sizes are changing, the desire to utilize the existing partially constructed infrastructure means that lot depths are fixed. The home plans have been designed to fit the proposed front and rear yard setbacks. The following table compares the City's minimum building setbacks in the RLMD zone to the previously approved PUD and the newly proposed PUD.

	Front Setback	Side Setback	Rear Setback
RLMD zone in Zoning Ordinance	Front to Living Space 20' Front to Garage 20'	Interior Side 5' Street Side 15'	10'
Previously Approved PUD	Front to Living Space 10' Front to Garage 10'	Single-story 5' Two-story 7.5'	13'
New Proposed PUD	Front to Living Space 10' Front to Garage 18'	Interior Side 5' Street Side 15'	20' (Lots 1 to 14) 10' (Lots 15 to 29)

As the table above shows, the new PUD proposes similar side and rear setbacks to the City's Zoning Ordinance. The revision proposed by the PUD occurs in the front setback with the front living space having only a 10' setback instead of the required 20' and the garage having an 18' setback as opposed to the required 20'.

Residential Master Home Plans: Review of residential master home plans is part of the Major Site Plan Review process for new residential subdivisions. The architecture of the home plans is depicted in the attached floor plan and elevation plans. Four floor plans were submitted with square footages of between 867 and 1,551 square feet. All the homes are single-story. To be consistent with other subdivisions at the golf course, Staff had recommended that the homes have tile roofs; however, the Planning Commission, after hearing testimony from the applicant, is not making that recommendation, meaning the applicant can choose any type of roofing material.

Plan 1 Models have three bedrooms. There are two possible façade treatments, architectural detail treatments, and roof line options. It has a two-car garage.

Plan 2 Models also have three bedrooms. There are two possible façade treatments, architectural detail treatments, and roof line options. It has a two-car garage.

Plan 3 Model has two bedrooms. There is one possible façade treatment option. It has a one-car garage. Only one of these homes is planned in the neighborhood.

Plan 4 Models have three bedrooms. There are two possible façade treatments, architectural detail treatments, and roof line options. It has a one-car garage.

The Planning Commission reviewed the master home plans and elevations for conformance with Lemoore's Zoning Ordinance Section 9-5C-3 (Design Standards for Residential Projects.) In all, seven different front elevation "looks" would be available to meet the City's "six pack" rule. Since all home elevations are substantially the same (one window and one garage door on either side of a centered front door), staff recommends offering purchasers an "option" to include brick and/or stone facades to further enhance the front elevations.

Illustrations of the floor plans and front elevation plans can be found in the attachments. A comparison of all seven possible elevations is also attached, along with a rendering of a carriage style garage door proposed by the developer.

Utilities and Development Impact Fees: All remaining utilities that do not currently exist on the site, will be installed by the developer. The project is serviced by the existing sewer line along Vine Street. Development impact fees will be paid when the homes acquire their certification of occupancy just prior to move-in.

Environmental Assessment: Because the site was previously partially developed, a Class 32 (Infill) Categorical Exemption was prepared for the project in accordance with the California Environmental Quality Act (CEQA). The previous approvals on the site included the approval of a Negative Declaration. However, it was a less common practice at that time to utilize this particular CEQA exemption.

Financial Consideration(s):

Funding for maintenance for the park, parking area and ponding basin will be incorporated into the Public Facilities Maintenance District.

Alternatives or Pros/Cons:

City Council can choose to deny the proposal, or to approve the proposal with revisions to the Planning Commission's recommended conditions of approval.

Commission/Board Recommendation:

The Planning Commission voted 7-0 to recommend approval at their meeting on March 8, 2021, with the conditions in Resolution 2021-06.

Staff Recommendation:

Staff recommends adoption of Resolution 2021-06 and introduce and waive the first reading of Ordinance 2021-02, recommending approval of Planned Unit Development No. 2020-03, Revision of Fairway Courtyards Tentative Subdivision Map No. 2020-02, and Major Site Plan Review No. 2020-05 in accordance with the findings and conditions in the Resolution.

Attachments:

- ☒ Resolution: 2021-06
- ☒ Ordinance: 2021-02
- ☒ Map: See below.
- ☐ Contract
- ☒ Other:

Review:

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

Date:

- 03/10/2021
- 03/12/2021
- 03/12/2021
- 03/10/2021
- 03/10/2021

Tentative Subdivision Map No. 2020-02 Revised Map dated 3-1-2021 with corrections noted

Planned Unit Development Site Plan No. 2020-03 Revision No. 7 dated 3-1-2021 with corrections noted

Home Floor Plans and Elevation Plans

Side-by-side Comparison of Elevations

Carriage style garage door

Conceptual Plan of Park

Major Site Plan Review Comments dated February 16, 2021 and checklists

Engineer Comments dated February 25, 2021 (TSM and PUD site plan notes attached.)

CEQA – Notice of Exemption (Findings attached.)

General Plan Land Use Map

Zoning Map

RESOLUTION NO. 2021-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
APPROVING FAIRWAY COURTYARDS TENTATIVE SUBDIVISION MAP NO. 2020-02 AND SITE PLAN REVIEW NO. 2020-05 TO DIVIDE 4.59 ACRES INTO 29 SINGLE-FAMILY LOTS AND THREE OUTLOTS LOCATED ON THE EAST SIDE OF VINE STREET, APPROXIMATELY 400 FEET SOUTH OF IONA AVENUE, IN THE CITY OF LEMOORE**

WHEREAS, Energy Homes Inc. dba G.J. Gardner Homes has requested approval of a Planned Unit Development, Tentative Subdivision Map and a Major Site Plan Review to divide 4.59 acres into 29 single-family lots and three outlots, and for approval of new single-family home master plans, located on the east side of Vine Street, approximately 400 feet south of Iona Avenue in the City of Lemoore (Currently APN: 024-390-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015, -016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027, -028, -029, -030, -031, -032, -033, -034, -035, -036, -037, -038, -039, -040, -041, -042); and

WHEREAS, the proposed site is 4.59 acres in size and is zoned Low-Medium Density Residential; and

WHEREAS, the project has been determined to be Categorically Exempt for CEQA based on the Class 32 Infill Exemption; and

WHEREAS, the Lemoore Planning Commission held a duly noticed public hearing at its March 8, 2021, meeting, which had been continued from February 22, 2021, and voted 7-0 to recommend approval of the planned unit development, tentative subdivision map, and major site plan review, with conditions.

WHEREAS, the Lemoore City Council held a duly noticed public hearing at its March 16, 2021, Regular Meeting.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Lemoore hereby makes the following findings regarding the proposed projects, based on facts detailed in the March 16, 2021, staff report, which is hereby incorporated by reference, as well as the evidence and comments presented during the Public Hearing:

1. The proposed project consists of one-story single-family homes with public streets and a park, parking area, and drainage basin that will be maintained by a Public Facilities Maintenance District (PFMD).
2. The project is consistent with the General Plan goals, policies, and implementation programs of the City.
3. The Planned Unit Development (PUD) is compatible and in conformity with public convenience, general welfare, and good land use and zoning practice. The PUD provides

for alternative development standards that will increase the density of the site while avoiding negative impacts.

4. The PUD will not be detrimental to the health, safety, and general welfare of the City.
5. The PUD will not adversely affect the orderly development of property or the preservation of property values as the project involves the development of well-designed single-family homes.
6. The Tentative Subdivision Map is consistent with the General Plan and all applicable provisions of the Zoning Code, once approved as part of the PUD.
7. The proposed project will not be substantially detrimental to adjacent property and will not materially impair the purposes of the Zoning Ordinance or the public interest.
8. As proposed and conditioned herein, the site design of the project is consistent with the residential development standards in the Zoning Ordinance, as modified by the Planned Unit Development.
9. The proposed project is consistent with the objectives of the General Plan and complies with applicable zoning regulations, including the proposed overlay zone for the Planned Unit Development, specific plan provisions, and improvement standards adopted by the City.
10. The proposed architecture, site design, and landscape are suitable for the purposes of the buildings and the site and will enhance the character of the neighborhood and community.
11. The architecture, character, and scale of the buildings and the site are compatible with the character of buildings on adjoining and nearby properties.
12. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.
13. The project's lot sizes are consistent with densities in the General Plan and are appropriate for this site.

BE IT FURTHER RESOLVED that the City Council of the City of Lemoore approves Fairway Courtyards Tentative Subdivision Map No. 2020-02 and Site Plan Review No. 2020-05 subject to the following conditions, and intends to approve Planned Unit Development No. 2020-03 by separate ordinance.

1. The site shall be developed consistent with the approved Tentative Subdivision Map, as modified by the Planned Unit Development, these conditions, staff report dated March 8, 2021, and applicable development standards found in the Zoning Ordinance and Lemoore Municipal Code.
2. The site shall be developed consistent with the Site Plan Review comments in the March 8, 2021 staff report, along with the attached department checklists.
3. The project shall be developed and maintained in substantial compliance with the Tentative Subdivision Map, except for any modifications that may be needed to meet these conditions of approval.

4. The final subdivision map shall be submitted in accordance with City ordinances and standards.
5. Plans for all public and private improvements, including but not limited to, water, sewer, storm drainage, road pavement, curb and gutter, sidewalk, streetlights, landscaping, and fire hydrants shall be approved by the City Engineer. These improvements shall be completed in accordance with the approved plans to the satisfaction of the Public Works Department.
6. The ponding basin and storm drainage improvements shall be designed and constructed per the Site Plan Review comments and City Improvement Standards.
7. The park shall be constructed and opened to the public for use prior to the final inspection of the 10th new home constructed. Development of the park shall include at least one tot lot play structure suitable for 2-5 year olds, two benches, one picnic table, shade trees, landscaping and ADA access to all amenities. The acreage of the park area shall be counted toward park land dedication requirements in Section 8-7N-4 of the City Municipal Code.
8. Park in-lieu fees are required pursuant to Section 8-7N-4. Up to \$7,500 of the estimated cost to install the 2-5 year old tot lot play structure may serve as a credit against in-lieu fees. Proposed park amenities and estimated costs shall be submitted, reviewed, and approved by the Community Development Director during the preparation and acceptance of the project's required subdivision improvement agreement. Any appraiser needed to meet the requirements of Section 8-7N-4 shall be acceptable to the Community Development Director. The cost of the appraisal shall be paid by the developer.
9. A public facilities maintenance district shall be formed in conjunction with the Final Subdivision Map acceptance in order to provide the maintenance costs for the park, common landscaping, and other improvements in accordance with existing City policy.
10. The project shall be subject to the applicable development impact fees adopted by resolution of the City Council.
11. In conjunction with approval of the Final Subdivision Map, a noise and odor easement shall be recorded on all lots created to acknowledge the presence of nearby wastewater treatment plant, industry, aircraft, and agriculture, and the right of such uses to continue to emit such noise and odors as are otherwise allowable by law and to ensure that such uses in these areas are not unreasonably hindered by residential users and owners that move in or nearby at a later date.
12. The developer shall comply with the standards, provisions, and requirements of the San Joaquin Valley Air Pollution Control District that relate to the project.
13. A minimum six-foot eight-inch high painted block wall shall be constructed along the entire length of the north property line north of Sandtrap Lane and along Vine Street. The wall shall be constructed per City standards and include columns and caps.

14. Wood fences adjacent to the Park and Parking Area (Lots 30 and 31) shall include a concrete footing and metal or concrete posts facing away from the public space.
15. Fences along the property line adjacent to the golf course and between the ponding basin and cul-de-sac shall be constructed and maintained with wrought iron fencing to be consistent with existing fences in other nearby golf course developments. Access to the basin will be via two six-foot wide wrought iron swing gates located on the east end of the Sandtrap Lane cul-de-sac at the designated approach apron and immediately adjacent the back of the proposed landscape buffer.
16. Fire hydrant types and locations shall be approved by the Lemoore Volunteer Fire Department.
17. Concrete pads for installation of mailboxes shall be provided in accordance with determinations made by the Lemoore Postmaster.
18. Street trees from the City approved street tree list shall be planted with root barriers as per Public Works Standards and Specifications.
19. Streetlights shall be provided within the project as per City local streetlighting standards.
20. Provide a paved bikeway/walkway with shoulders between the curb and block wall along Vine Street adjacent to the project site north of Green Lane to connect to the City's planned bikeway currently under construction to the south of Green Lane, in accordance with design standards provided by the City Engineer.
21. The sidewalk type along local streets (parkway type or curb adjacent type) shall be consistent throughout all phases of the subdivision, as per City standard.
22. Any existing roadway, sidewalk, or curb and gutter that is damaged during construction shall be repaired or replaced to the satisfaction of the Public Works Department at the developer's expense.
23. All signs shall require a sign permit separate from the building permit.
24. The project and all subsequent uses must meet the requirements found in Section 9-5B-2 of the Zoning Ordinance related to noise, odor, and vibration, and maintenance.
25. Lot sizes less than 3,000 square feet are approved, consistent with the sizes shown on the Tentative Subdivision Map.
26. The project shall be added to Article "B" of Chapter 9 of Title 9 of the Lemoore Municipal Code, and the previously approved PUD shall be stricken and replaced, as follows:

Table 9-9B-3-1

Number	Name	Date Approved	Resolution Number	Average Density Per Gross Acre (du/ac)
2004-04	Coker Ellsworth Golf Course, Tract 752	February 1, 2005	2005-04	3.94
2020-03	GJ Gardner, Fairway Courtyards	~, 2021	2021-06	6.3

Table 9-9B-4-1

Number	Name	Front Setback	Side Setback	Rear Setback
2004-02	Coker Ellsworth Fairway Courtyards, Tract 820	10' minimum	5' and 5' single story/15' combined for 2 story	13' minimum
2020-03	GJ Gardner, Fairway Courtyards	10' to living space 18' to garage	5' interior side 15' street side	20' (lots 1 to 14) 10' (lots 15 to 29)

27. Master home plans shall be substantially consistent to the floor plans and elevations submitted with the Tentative Subdivision Map, unless subsequently modified by the City Council. Detailing used on the front of the home shall be carried around (or wrapped around) to the street side of the home where the side of the home is visible from the public street, such as in front of the fence. Developer to offer purchasers an “option” to include brick and/or stone facades to further enhance the front elevations.

28. The developer shall prepare and record a Declaration of Covenants, Conditions, and Restrictions (CC&R's). A draft of the CC&R's shall be reviewed and approved by the Community Development Director prior to recordation and prior to approval of the subdivision agreement.

29. The CC&R's shall require wrought iron fencing adjacent to golf course property similar to other established fences in nearby golf course developments.

30. The CC&R's shall include the following wording: The owner hereby reserves an easement, as hereinafter described in the entire airspace over, above, and upon all the lots in the subdivision, including any structures to be built thereon. The said easement shall and may

be used and is intended for the following purposes: The flight of golf balls through the air over said lots. The entry of golf balls upon and/or across said lots, and over the normal and customary use of the remainder parcel as a municipal golf course. Any golf balls entering upon and occupying said parcels shall become the property of the owners of the respective parcels. Nothing herein is intended nor shall be construed to permit entry upon said lots by any person using the neighboring parcel, including, but not limited to, for purposes of retrieval of golf balls. This easement shall not be constructed nor intended as a limitation on construction of improvements on said lots.

31. The CC&Rs shall include the following wording: The owner hereby acknowledges the nearby location of the City of Lemoore Waste Water Treatment Plant, industry, aircraft and agriculture, which have the potential to produce noise and odor.
32. The Tentative Subdivision Map approval shall expire two years from its effective date, unless a Final Subdivision Map is filed or an extension is granted via legislation or by the City, in accordance with the Subdivision Map Act. Expiration dates for the Major Site Plan Review shall run consistent with the expiration date of the Tentative Subdivision Map. The effective date of the Tentative Subdivision Map shall be the date the PUD Ordinance becomes effective, which is 30 days after the Ordinance is adopted.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a Regular Meeting held on 6th day of April 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Stuart Lyons
Mayor

ORDINANCE NO. 2021-02

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE
ADOPTING PLANNED UNIT DEVELOPMENT NO. 2020-03**

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

SECTION 1. FINDINGS.

- (a) Energy Homes Inc. dba G.J. Gardner Homes has requested approval of a planned unit development.
- (b) The RLMD (Low-Medium Density Residential) zone has a minimum lot size of 3,000 square feet. The applicant has proposed modifications to the development standards, which can be obtained through the approval of a Planned Unit Development (“PUD”).
- (c) This planned unit development will replace Planned Unit Development No. 2004-04, which had been previously adopted on the site.
- (d) On March 8, 2021, the Planning Commission for the City of Lemoore recommended approval of the PUD project, including specific building setback and architectural requirements, subject to approval by the City Council of a zoning overlay for the PUD.
- (e) The proposed PUD would modify the development standards for the RLMD zone to allow smaller sized lots and different building setbacks for this project.
- (f) The building setbacks for the proposed PUD shall be as follows: front yard – 10 feet to the living space, 18 feet to the garage; side yard - 5 feet; street side yard - 15 feet; rear yard – 10 to 20 feet.
- (g) All of the elevations for the homes in the PUD conform to the City’s design standards.
- (h) The site design of the project is consistent with the new residential development standards in the Zoning Ordinance, as modified by the Planned Unit Development.
- (i) Plans for all public and private improvements in the PUD, including but not limited to, water, sewer, storm drainage, road pavement, curb and gutter, sidewalk, street lights, landscaping, and fire hydrants are required to be approved by the City Engineer, and these improvements shall be completed in accordance with the approved plans to the satisfaction of the Public Works Department.
- (j) The proposed PUD would have two vehicular and pedestrian access points; both from Vine Street.

- (k) Park land in-lieu fees for the PUD would be paid to the City, prior to the approval of the final map, in accordance with City ordinance and the conditions of approval of the tentative map.
- (l) Fire hydrant types and locations for the PUD would be approved by the Lemoore Volunteer Fire Department.
- (m) Street trees for the PUD would be from the City's approved list and would be planted with root barriers as per Public Works' Standards and Specifications.
- (n) Street lights shall be provided within the project as per City local street lighting standards.
- (o) This ordinance is consistent with the City of Lemoore General Plan, Lemoore Municipal Code and the Zoning Ordinance and would not be detrimental to the public interest, health, safety, convenience, and welfare of the City.
- (p) A Notice of Exemption (Class 32) has been prepared and adopted in accordance with the California Environmental Quality Act (CEQA).

SECTION 2. PLANNED UNIT DEVELOPMENT ESTABLISHMENT.

A planned unit development is hereby established on property located on the east side of Vine Street, approximately 400 feet south of Iona Avenue in the City of Lemoore (Currently APN: 024-390-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015, -016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027, -028, -029, -030, -031, -032, -033, -034, -035, -036, -037, -038, -039, -040, -041, -042); The official Zoning Map shall be amended to reflect this change.

SECTION 3. AMENDMENT OF CODE: ADOPTION OF PLANNED UNIT DEVELOPMENT OVERLAY ZONES

Article "B" of Chapter 9 of Title 9 of the Lemoore Municipal Code is amended as follows:

Table 9-9B-3-1, containing the adopted PUD overlay zones, is hereby amended to delete the previous PUD and add PUD 2020-03:

Number	Name	Date Approved	Resolution Number	Average Density Per Gross Acre (du/ac)
2004-04	Coker Ellsworth Golf Course, Tract 752	February 1, 2005	2005-04	3.94
2020-03	GJ Gardner, Fairway Courtyards	~, 2021	2021-XX	6.3

Table 9-9B-4-1, containing specific development standards in the adopted PUD overlay zones, is hereby amended to delete the previous PUD and add PUD 2020-03:

Number	Name	Front Setback	Side Setback	Rear Setback
2004-02	Coker-Ellsworth Fairway Courtyards, Tract 820	10' minimum	5' — and — 5' single story/15' combined for 2-story	13' minimum
2020-03	GJ Gardner, Fairway Courtyards	10' to living space 18' to garage	5' interior side 15' street side	20' (lots 1 to 14) 10' (lots 15 to 29)

SECTION 4. SEVERABILITY.

If any provision of this ordinance is declared unlawful by a court of competent jurisdiction, the City Council intends that the remaining provisions of this ordinance remain in effect.

SECTION 5. EFFECTIVE DATE.

The ordinance codified herein shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption. Within fifteen (15) days after its adoption, the ordinance codified herein, or a summary of the ordinance codified herein, shall be published once in a newspaper of general circulation.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Lemoore held on the 6th day of April 2021 and was passed and adopted at a regular meeting of the City Council held on the 20th day of April 2021 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

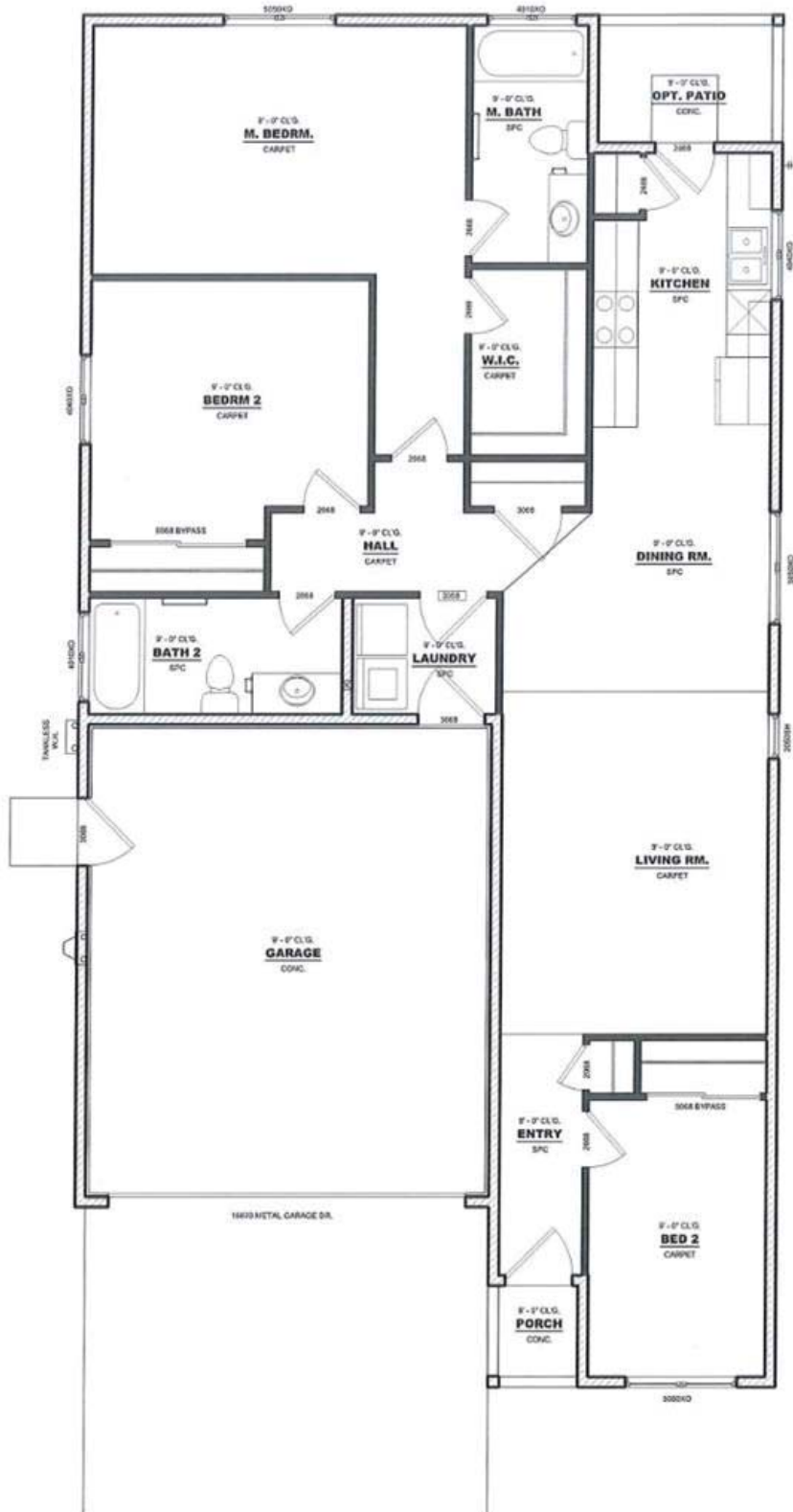
Marisa Avalos, City Clerk

Stuart Lyons, Mayor

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BY: KB



PLAN 1 MODEL



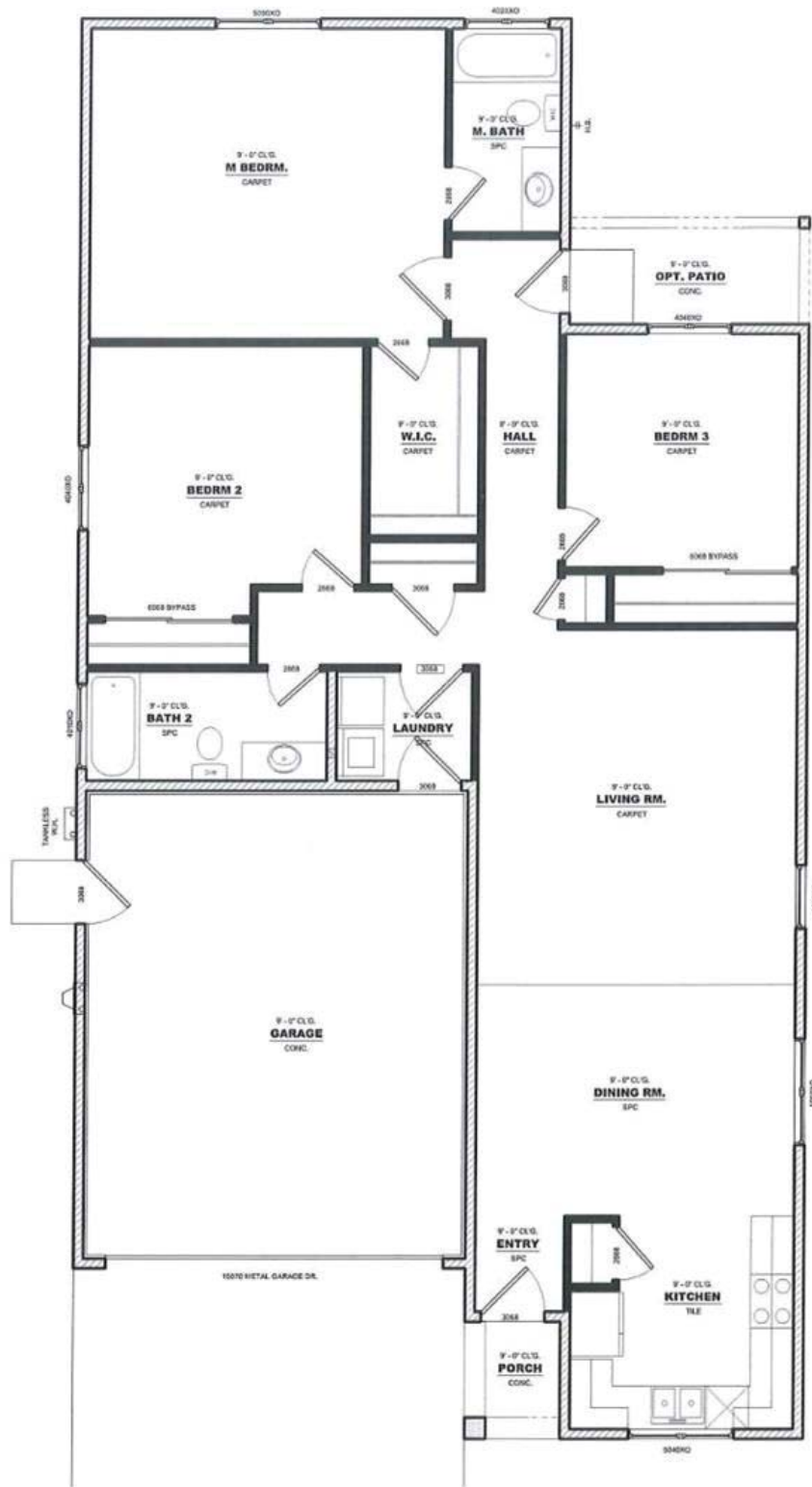
Plan 1
1304 - A elevation



Plan 1
1304 - B elevation



PLAN 2 MODEL



Plan 2
1551-B elevation



Plan 2
1551-A elevation



PLAN 3 MODEL

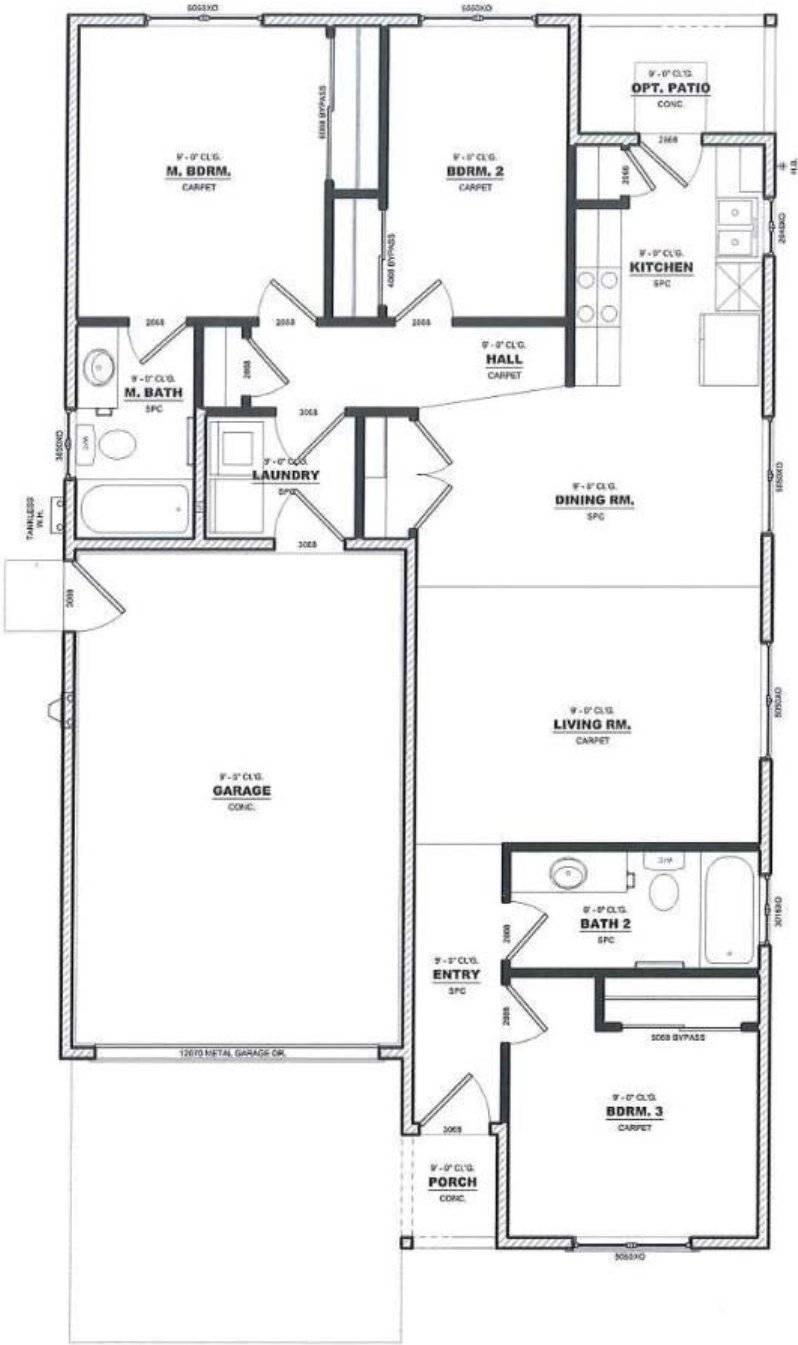


Plan 3

2222 – A elevation



PLAN 4 MODEL



Plan 4
1073 – A elevation



Plan 4
1073 – B elevation



Plan 1
1304 - A elevation



Plan 1
1304 - Belevation



Plan 2
1551 - A elevation



Plan 2
1551 - B elevation



Plan 3



Plan 4
1073 - A Elevation



Plan 4
1073 - B elevation



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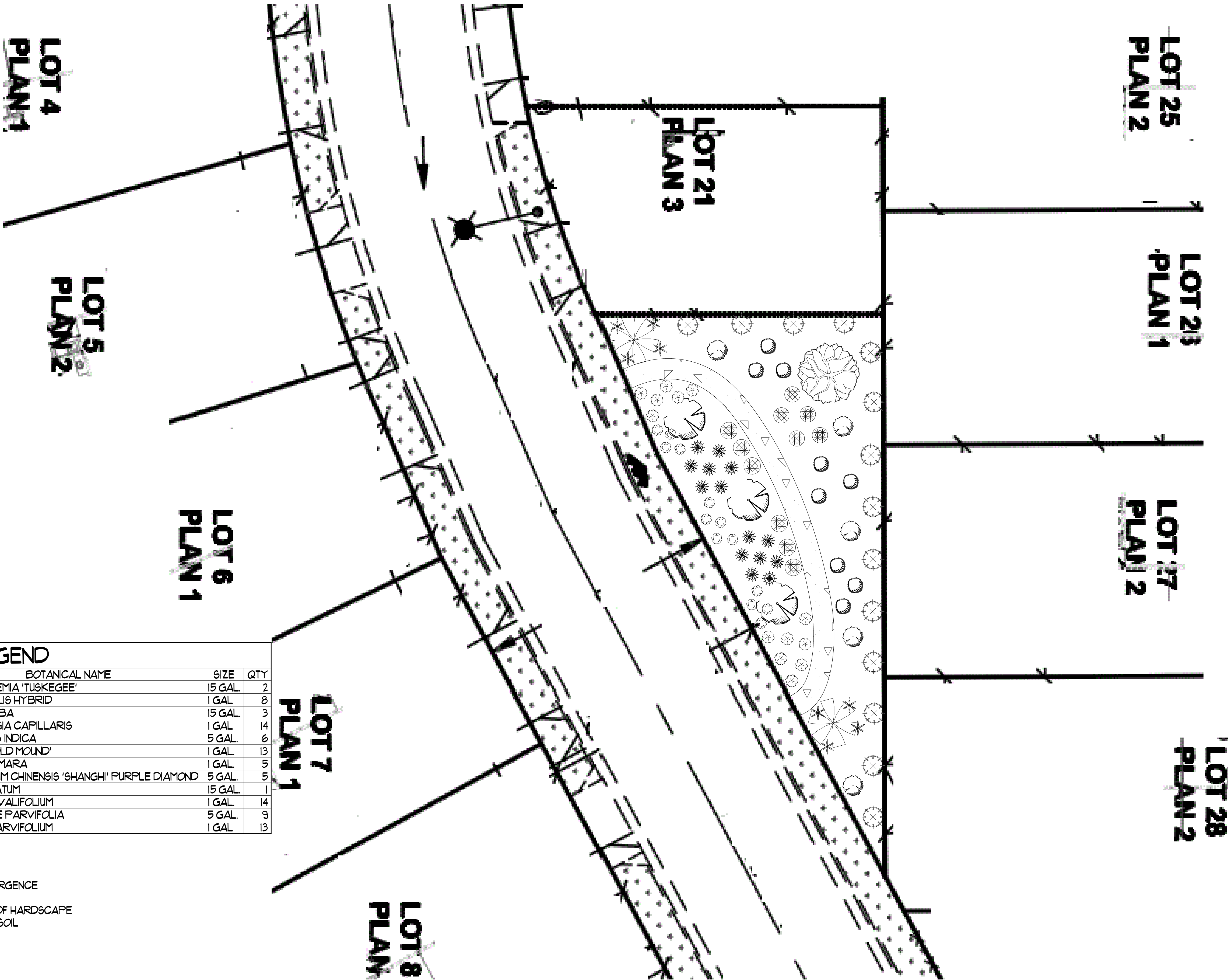
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RAINSCAPE

1222 N. ROSEBURG CT., VISALIA, CA 93291 PHONE: (559) 651-2333

I have complied with the criteria of "MWELO" and applied them for the efficient use of water in the landscape & irrigation design plan.

SHAWN COOPER *Shawn Cooper* Licensed Landscape Contractor # 318642

RAINSCAPE

1222 N. ROSEBURG CT., VISALIA, CA 93291 PHONE: (559) 651-2333

I CERTIFY THAT I AM ELIGIBLE UNDER PROVISIONS OF APPLICABLE CODES & REGULATIONS TO SIGN THIS DOCUMENT AS THE PERSON RESPONSIBLE FOR ITS PREPARATION & THAT I AM THE LICENSED CONTRACTOR WHO WILL PERFORM THIS WORK.

SHAWN COOPER *Shawn Cooper* DATE 12-31-2020 LICENSE NO. 318642

LEGEND			
	COMMON NAME	BOTANICAL NAME	
✱	CRAPEMYRTLE, PINK-RED	LAGERSTROEMIA 'TUSKEGEE'	SIZE QTY
✱	DAYLILY, STELLA	HEMEROCALLIS HYBRID	1 GAL 8
✱	GINGKO	GINGKO BILOBA	15 GAL 3
✱	GRASS, MULHY PINK	MUHLENBERGIA CAPILLARIS	1 GAL 14
✱	HAWTHORN, INDIAN PRINCESS	RAPHIOLEPIS INDICA	5 GAL 6
✱	LANTANA, GOLDMOUND	LANTANA 'GOLD MOUND'	1 GAL 13
✱	LANTANA, PURPLE	LANTANA CAMARA	1 GAL 5
✱	LOROPETALUM, PURPLE DIAMOND	LOROPETALUM CHINENSIS 'SHANGHI' PURPLE DIAMOND	5 GAL 5
✱	MAPLE, ACER PALMATUM	ACER PALMATUM	15 GAL 1
✱	PRIVET, CALIFORNIA	LIGUSTRUM OVALIFOLIUM	1 GAL 14
✱	YUCCA, RED	HESPERALOE PARVIFOLIA	5 GAL 9
✱	MYOPORIUM	MYOPORIUM PARVIFOLIUM	1 GAL 13

2" COMPACTED DG WITH EDGING

NOTES:
SHRUB AREAS TO RECIEVE 3" MULCH OVER PRE EMERGENCE
ALL TREES TO BE DOUBLED STAKED
ROOTBARRIER REQUIRED FOR ALL TREES WITH IN 8' OF HARDSCAPE
INCORPORATE 6CY COMPOST PER 1000 SQ FT INTO SOIL

Revision #:

Date: 12/31/2020

Scale:

1" = 10'

Landscape Plan: L-1

Fairway Courtyards Park

Landscape Design by: Shawn Cooper

Rainscape



711 W. Cinnamon Drive • Lemoore, CA 93245 • Planning (559) 924-6744
Community Development Department

Site Plan Review

To: GJ Gardner Homes
From: Steve Brandt, City Planner
Date: February 16, 2021
Subject: **Planned Unit Development No. 2020-03, Revision of Fairway Courtyards Tentative Subdivision Map 2020-02, and Major Site Plan Review No. 2020-05:** A request by GJ Gardner Homes to divide 4.59 acres into 29 single-family lots and three outlots. The project is located on the east side of Vine Street, approximately 400 feet south of Iona Avenue in the City of Lemoore (APNs: 024-390-001,-002,-003,-004,-005,-006,-007,-008,-009,-010,-011,-012,-013,-014,-015,-016,-017,-018,-019,-020,-021,-022,-023,-024,-025,-026,-027,-028,-029,-030,-031,-032,-033,-034,-035,-036,-037,-038,-039,-040,-041,-042). A Categorical Exemption has been prepared in accordance with the California Environmental Quality Act.

Building plans shall be submitted based on the following comments.

Any deviation from the approved plans shall require an amendment to the prior approvals or approval of a new permit as determined by the City.

1st Submittal

The site plan is approved with the corrections identified in the attached comments, subject to final approval by the City Council.

Zoning/General Plan:

The proposed use of the site is allowed in the Low-Medium Density Residential zone.

Environmental Review:

The project has been determined to be Categorically Exempt from CEQA (Class 32).

Time Limits:

Unless a condition of approval establishes a different time limit, this permit, if not exercised within

two (2) years of approval, shall expire and become void, except where an extension of time is approved in compliance with Lemoore Municipal Code Section 9-2A-9 subsection C, "Permit Extensions". The exercise of a permit occurs when the applicant or property owner has performed substantial work and incurred substantial liabilities in good faith reliance upon such permit(s).

Attached Comments:

Comments from Planning
Comments from Engineering, with Site Plan notes
Comments from Refuse
Comments from Solid Waste
Comments from Streets Traffic
Comments from Building
Comments from Fire
Comments from Public Safety

PLANNING

Planning/Zoning - The following comments are applicable when checked. Comments in *italics* are specific to the project.

- ☒ General Plan Land Use Element land use designation(s): *Low-Medium Density Residential*
- ☒ General Plan Circulation Element adjacent street(s): *Vine Street is designated an existing Collector Street.*
- ☒ Zoning designation: *Low-Medium Density Residential (RLMD)*
- ☒ Proposed land use: *development of 29-lot single-family residential subdivision and 3 out-lots for a park, parking area and drainage basin.*
- ☒ Allowed use ☐ Not allowed use ☐ Requires a conditional use permit

☒ Setbacks and heights:

	Required	Proposed	
Front of building	<i>20 feet with 2-foot stagger from adjacent homes</i>	<i>10 feet min. to living space 20 feet min. garage</i>	<input checked="" type="checkbox"/> Acceptable <input type="checkbox"/> Revise
Interior Side	<i>5 feet min.</i>	<i>5 feet min.</i>	<input checked="" type="checkbox"/> Acceptable <input type="checkbox"/> Revise
Street Side	<i>15 feet min.</i>	<i>15 feet min.</i>	<input checked="" type="checkbox"/> Acceptable <input type="checkbox"/> Revise
Rear	<i>10 feet min.</i>	<i>Lots 1 to 14, 20 feet min. Lots 15 to 29, 10 feet min.</i>	<input checked="" type="checkbox"/> Acceptable <input type="checkbox"/> Revise
Height	<i>35 feet max.</i>	<i>35 feet max.</i>	<input checked="" type="checkbox"/> Acceptable <input type="checkbox"/> Revise

Minimum 20-foot setback fence at rear of lots fronting onto the municipal golf course to the rear of residential structures for Lots 1 to 14. Modified setbacks to be approved through PUD.

- ☒ Open Space Requirements: *1.2 acres of dedicated out-lots for a park, parking lot and drainage basin.*
- ☒ Off-street Parking required: *2 vehicles per unit required. Seven home plans have 1-car garages. This is offset by 5-space neighborhood parking lot. Additional street parking on cul de sac with no homes fronting on it.*
- ☒ Parking: ☒ Minimum Parking is met. ☐ Parking is needed.
- ☒ Outdoor lighting: *Required in parking area.*

General Lighting Requirements: The requirements listed below shall apply to all outdoor lighting:

- Nuisance Prevention: All outdoor lighting shall be designed, located, installed, and maintained in order to prevent glare, light trespass, and light pollution.
- Shielding: Except as otherwise exempt, all outdoor lighting shall be recessed and/or constructed with full downward shielding in order to reduce light and glare impacts on trespass to adjoining properties and public rights of way. Each fixture shall be directed downward and away from adjoining properties and public rights of way, so that no light fixture directly illuminates an area outside of the project site.
- Level of Illumination: Outdoor lighting shall be designed to illuminate at the minimum level necessary for safety and security and to avoid harsh contrasts in lighting levels between the project site and adjacent properties.

- **Maximum Height Of Freestanding Outdoor Light Fixtures:** The maximum height of freestanding outdoor light fixtures less than ten feet (10') from a property line abutting residential development shall be eighteen feet (18'). Otherwise, the maximum height for freestanding outdoor light structures shall be twenty four feet (24'). Height shall be measured from the finish grade, inclusive of the pedestal, to the top of the fixture. The designated approving authority may allow greater heights upon finding that there are special circumstances that affect the feasibility of meeting this standard.
- **Energy Efficient Fixtures Required:** Outdoor lighting shall utilize energy efficient fixtures and lamps, such as high pressure sodium, metal halide, low pressure sodium, hard wired compact fluorescent, or other lighting technology that is of equal or greater efficiency. All new outdoor lighting fixtures shall be energy efficient with a rated average bulb life of not less than ten thousand (10,000) hours.
- **Accent Lighting:** Architectural features may be illuminated by uplighting, provided that the lamps are low intensity to produce a subtle lighting effect and no glare or light trespass is produced. Wherever feasible, solar powered fixtures should be used.

☒ Elevations: ☒ Approved: *As per recommendations from City Staff* ☐ Revise and resubmit

☒ Fences, walls, and hedges: ☐ Approved ☒ Revise and resubmit: *Proposed fence at front of ponding basin to be changed from chain link to wrought iron matching fence along golf course.*

Add 6-7 foot concrete block wall or wood fence with continuous concrete footing and metal or concrete posts separating public park space from adjoining residences.

Add either 6-7 foot concrete block wall or wood fence separating Vine Street from adjoining residences.

☐ Screening: ☐ Acceptable: ☐ Revise and resubmit

☒ Landscaping: ☒ Plans required at Building Permit submittal ☐ Plans submitted ☐ Revise and resubmit

Landscape Plans will be checked for compliance with MWEL, including but not limited to the following conditions:

- Plan shall include square footages of landscaped area shown, water use calculations, and the material to be utilized.
- Plant water use classifications shall be based on WUCOLS IV.
- All other landscaped areas shown as landscaped shall be landscaped.
- Landscaping shall meet all other applicable requirements of Title 9, Article D1 of the Zoning Ordinance.

Other Landscape requirements:

- *Street trees required on Vine Street frontage.*
- *Street trees required on Sandtrap and Green Lanes.*
- *Climbing vines or other approved screening to be established along the length of the barrier wall at north side property line.*
- *Park shall be ADA compliant and include, one (1) bench, two (2) picnic tables, shade trees, landscaping and access walk connecting tables and benches to the street.*
- *Landscape unpaved areas of designated community parking lot.*

☒ Street trees are required.

☐ Existing address must be changed to be consistent with City address.

Entitlements

☒ Major Site Plan Review is required for this project.

☐ A Use Permit is required for this project.

☐ A Zone Variance is required for this project.

- ☒ A Tentative Subdivision Map is required for this project.
- ☐ A Tentative Parcel Map is required for this project.
- ☐ A Lot Line Adjustment is required for this project. Lot Line Adjustment application is required to be processed simultaneously since building is placed on property line.
- ☐ A Zone Change is required for this project.
- ☐ A General Plan Amendment is required for this project.
- ☒ Other discretionary action required for this project: *Planned Unit Development*

Environmental Technical Documents

- ☐ Air Impact Analysis required.
- ☐ Acoustical Analysis required.
- ☐ Biologic survey required.
- ☐ Cultural Records Search required.
- ☐ Traffic Impact Assessment required.
- ☐ Vehicle Trip Generation Estimates required.
- ☐ Covenant required.
- ☒ Additional comments: *To be consistent with other adjacent golf course developments, Conditions, Covenants and Restrictions (CC&R's) shall be prepared and reviewed by the Community Development Director prior to recordation.*

The CC& R's shall require wrought iron fencing adjacent to golf course property similar to other established fences in nearby golf course developments.

The CC& R's shall include the following wording: The owner hereby reserves an easement, as hereinafter described in the entire airspace over, above, and upon all the lots in the subdivision, including any structures to be built thereon. The said easement shall and may be used and is intended for the following purposes: The flight of golf balls through the air over said lots. The entry of golf balls upon and/or across said lots, and over the normal and customary use of the remainder parcel as a municipal golf course. Any golf balls entering upon and occupying said parcels shall become the property of the owners of the respective parcels. Nothing herein is intended nor shall be construed to permit entry upon said lots by any person using the remainder parcel, including, but not limited to, for purposes of retrieval of golf balls. This easement shall not be constructed nor intended as a limitation on construction of improvements on said lots.

Public Facilities Maintenance District (PFMD) required to provide maintenance funding for lighting, block walls, streets, public parking area, park, drainage basin, common landscape areas, and other items as per City ordinance.

 //s// KB
 Authorized signature

 2-16-2021
 Date

 Steve Brandt, AICP
 Printed name

The following comments are applicable when checked:

- ☒ Submit improvement plans detailing all proposed work
- ☒ Bonds, certificate of insurance, cash payment of fees/inspection, and approved map and plan required prior to approval of Final Map.
- ☒ The Final Map and Improvements shall conform to the Subdivision Map Act, the City of Lemoore's Subdivision Ordinance, Master Plans, Standard Details and Improvement Standards.
- ☐ A preconstruction conference is required prior to the start of any construction.
- ☒ Right-of-way dedication required – Provide 30' ½ street RW on Vine Street and as needed to allow for accessible ramps at Sandtrap Lane and Green Lane. A title report is required for verification of ownership ☒ by map ☐ by deed.
- ☒ City encroachment permit required which shall include an approved traffic control plan.
- ☐ Caltrans encroachment permit required.
- ☒ If sanitary sewer, water and storm drain mains and services are to be maintained by the City, indicate on the plans and provide utility easements for the City of Lemoore to operate and maintain the main lines.
- ☒ Public Facilities Maintenance District (PFMD) and Homeowners Association (HOA) required prior to approval of Final Map. PFMD will maintain public common area landscaping, streetlights, street trees and public right of way as applicable along Vine Street. Submit completed PFMD application and filing fee a minimum of 75 days before approval of Final Map. HOA shall maintain private streets, common areas (such as Lots 30, 31 & 32), and on-site utilities unless otherwise noted. Developer to identify facilities to be maintained through HOA and
- ☒ Landscape and irrigation improvement plans to be submitted for each phase, if phased. Landscape plans will need to comply with the City of Lemoore's street tree ordinance, MWEL requirements and other applicable City ordinances. If phased, a street tree and landscape master plan for all phases of the subdivision will need to be submitted with the initial phase to assist City staff in the formation of the landscape and lighting district.
- ☒ Dedicate landscape lots to the City that are to be maintained by the PFMD (along Vine Street only).
- ☐ Written comments required from ditch company.
- ☒ Sanitary Sewer master plan for the entire development shall be submitted for approval prior to approval of any portion of the system. The sewer system will need to be extended to the boundaries of the development where future connection and extension is anticipated. The sewer system will need to be sized to serve any future developments that are anticipated to connect to the system.
- ☒ Grading and drainage plan required. If the project is phased, then a master plan is required for the entire project area that shall include pipe network sizing and grades and street grades.
 - ☒ Prepared by a registered civil engineer or project architect.
 - ☒ All elevations shall be based on the City's benchmark network.Storm run-off from the project shall be handled as follows:
 - ☒ Directed to the City's existing storm drainage system – ***Construct storm drain system and drainage basin per City of Lemoore requirements and the City's Storm Drain Master Plan***
 - ☒ Directed to a permanent on-site basin
 - ☐ Directed to a temporary on-site basin which is required until a connection with adequate capacity is available to the City's storm drainage system. On-site basin: _____:_____ maximum side slopes, perimeter fencing required, and provide access ramp to bottom for maintenance.
- ☐ Protect Oak trees during construction.

- ☒ Show adjacent property grade elevations on improvement plans. A retaining wall will be required for grade differences greater than 0.5 feet at the property line.
- ☒ Relocate existing utility poles and/or facilities.
- ☐ Underground all existing overhead utilities within the project limits. Existing overhead electrical lines over 50kV shall be exempt from undergrounding.
- ☒ Provide R-value tests; Provide per City requirements, coordinate with the City Engineer; previous Geotech report for Tract 820 may be acceptable
- ☒ Traffic indexes per City standards: Min of 6.0 for Vine St; 5.5 for local/private streets
- ☒ All public streets across project frontage and private streets within project limits shall be improved to their full width, subject to available right-of-way, in accordance with City policies, standards and specifications. ***Construct all private streets to City local street requirements.***
- ☒ All lots shall have separate drive approaches constructed to City Standards.
- ☒ Install street striping as required by the City Engineer.
- ☒ Install sidewalk: 6 ft. wide, with meandering parkway on Vine Street; match City improvements on Vine Street south of Green Lane; remove and replace damaged existing sidewalk;
- ☒ Install sidewalk: 4 ft. min wide, along the private streets to provide access to Vine Street in accordance with City Ordinance
- ☒ Use cluster postal unit and show proposed location on the improvement plans. Provide approval of cluster postal unit by US Postal Service.
- ☐ Subject to existing reimbursement agreement to reimburse prior developer.
- ☒ Construct water mains in the private streets in accordance with City of Lemoore improvement standards.
- ☐ Abandon existing wells per Code; a building permit is required.
- ☐ Remove existing irrigation lines and dispose off-site.
- ☐ Remove existing leach fields and septic tanks.
- ☒ Fugitive dust will be controlled in accordance with the applicable rules of San Joaquin Valley Air Pollution Control District's Regulation VIII. Copies of any required permits will be provided to the City of Lemoore.
- ☒ The project may be subject to the San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application will be provided to the City of Lemoore.
- ☒ If the project meets the one acre of disturbance criteria of the State's Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is needed. A copy of the approved permit will be provided to the City of Lemoore.
- ☐ Comply with prior comments
- ☒ Resubmit with additional information – show lot dimensions, show pedestrian access pathway for each residence to Vine Street (such as sidewalk along the private street); Review No Parking along Sandtrap Lane and consider moving it to the north side
- ☐ Redesign required

Additional comments:

1. Developer shall show all existing improvements constructed on-site per the previous Tract 820. Developer shall confirm that any existing improvements intended to be used have been tested and checked to the satisfaction of the City Public Works Director and City Engineer prior to being allowed to remain and be used.
2. Developer shall remove and replace any existing improvements that are not acceptable to the City for use in the development and/or do not match the revised final map and improvement plans.
3. Developer shall be responsible for the disposition of any existing property corners and monuments set per the previous Tract 820 in accordance with the latest edition of the Subdivision Map Act and the Professional Land Surveyors' Act.
4. Lots 18, 19, 20, 21, 28 and 29 do not provide the min. 18' front yard setback shown for all other lots. Show setback to garage especially since there is no parking on the north side of Green Lane. Provide min. distance for vehicle parking in driveway.
5. Verify street name change from Spyglass to Green Lane.
6. Develop all on-site civil improvements per City Standards and ordinances.
7. Water and sewer services and laterals (number, size, and location) per the approved improvement plans for the private streets shall be revised to match the proposed development.
8. All public improvements must be constructed in conformance with the City of Lemoore Standard Plans and Specifications and Planned Unit Development Design Guidelines.
9. Provide design of all public improvements (such as sanitary sewer, storm drainage, water, and streets) in accordance with applicable Master Plans and City standards.
10. The improvement plans for the subdivision must be approved by the City of Lemoore prior to construction.
11. Provide temporary blow-offs at terminating water mains.
12. Local streets shall have a street centerline radius of not less than two hundred feet.
13. Provide fire flow requirements and analysis to show that adequate fire flows can be achieved with submittal of improvement plans. The requirements are 1,500 gpm at 20 psi.
14. Storm drainage basin shall be designed for retention storage requirements. Provide storm drainage basin calculations for sizing basin.
15. Show existing sanitary sewer, storm drainage, water and street infrastructure associated with development.
16. Lowest grade elevation within development shall be 1 foot above high-water level in ponding basin.
17. Fire hydrants to be spaced at a maximum distance of 300 feet.
18. Provide streetlights along the east side of Vine Street and within development.
19. A digital copy of the improvement plans and final map shall be provided to the City upon final approval.
20. Provide adequate transitional paving along the east side of Vine Street in accordance with Caltrans specifications.
21. Relocate all existing utilities underground.
22. Provide lot drainage for City approval.
23. Show water and sanitary sewer service connection points.
24. Provide adequate on-site parking.

☐ No comments. Acceptable as submitted.

 //s// KB
Authorized Signature

 January 11, 2021
Date

 Jeff Cowart, PE, City Engineer
Printed name

NORTH

SITE PLAN REVIEW COMMENTS



DATE: December 4, 2020

SITE PLAN NO: Major Site Plan Review No. 2020-05

PROJECT TITLE: Fairway Courtyards

DESCRIPTION: Amendment to Subdivision Tract Map TR 820

APPLICANT: GJ Gardner (Energy Homes)

PROPERTY OWNER: Coker Ellsworth

LOCATION: SE Corner of Iona Ave and Vine Street

APN(S): 024-039-001 Through 024-039-043

REFUSE

The following comments are applicable when checked:

- ☒ Type of refuse service not indicated.
- ☒ You are responsible for all cardboard and other bulky recyclables to be broken down before depositing in recycle containers.
- ☐ Refuse enclosure not to City of Lemoore Standards.
- ☐ Refuse enclosure(s) must be M-6 single dumpster enclosure(s).
- ☐ Refuse enclosure(s) must be M-6 double dumpster enclosure(s). *Room for minimum 4 dumpsters.*
- ☐ Refuse enclosure gates required.
- ☒ You must provide combination or keys for access to locked gates / bins.
- ☐ Location of bin enclosure not acceptable. Relocate to: _____.
- ☐ Inadequate number of bins to provide sufficient service.
- ☐ Drive approach too narrow for refuse truck access. *Provide vehicle turning movement layout.*
- ☐ Area not adequate to allowing refuse truck turning radius: *Based on vehicle turning movement layout.*
 - ☐ Commercial ____ ft. outside ____ ft. inside; ☐ Residential ____ ft. outside ____ ft. inside.
- ☐ Paved areas should be engineered to withstand a 55,000 lb. refuse truck.
- ☐ Hammerhead turnaround required at: _____.
- ☐ Cul-de-sac must be built per City of Lemoore Standards.
- ☐ Refuse enclosures are for City refuse containers only. Storage of grease drums or any other items is not allowed.
- ☐ Refuse enclosure gates must open 180 degrees and hinges mounted in front of post.
- ☐ Concrete slab required in front of enclosure per Lemoore City Standards.
- ☐ Area in front of refuse enclosures must be striped with NO PARKING.
- ☐ Refuse enclosure to be designed and located for STAB service (DIRECT ACCESS).
- ☐ You will be required to roll container out to curb for service.
- ☐ Roll off compactors must have a clearance of 3 feet from any wall on both sides and there must be a minimum of 53 feet clearance in front of the compactor to allow truck service.

Additional comments: each resident will be provided 3 garage containers. All containers must not be stored behind front yard fence. And not visible from the street.

- ☐ No comments. Acceptable as submitted.

//ss// KB
Authorized signature

January 27, 2021
Date

Frank Rivera, Public Works Director
Printed name

SOLID WASTE

The following comments are applicable when checked:

- ☐ Wastewater discharge permit application required.
- ☐ Sand and grease interceptor – 3 compartment required. _____
- ☐ Grease interceptor required. _____
- ☐ Garbage grinder required – ____ hp. Maximize. _____
- ☐ Submission of dry process declaration required. _____
- ☐ No single pass cooling water is permitted. _____

Additional comments: _____

☒ No comments. Acceptable as submitted.

Authorized signature

Frank Rivera, Public Works Director

Printed name

Date

January 27, 2021

STREETS / TRAFFIC

The following comments are applicable when checked:

- ☒ The City will prohibit on-street parking as deemed necessary.
- ☒ Install street light(s) per City of Lemoore Standards.
- ☒ Install street name blades at each intersection. Street names to be modified to the alignment of existing streets and without duplicating names.
- ☒ Install Stop Signs at interior roadways intersecting with: MUTCD requirements and City Standads.

-
- ☒ Construct parking per City of Lemoore Standards.
 - ☒ Construct drive approach(es) per City of Lemoore Standards.
 - ☒ Traffic Impact Study required.

Additional comments: Confirm with planning

☐ No comments. Acceptable as submitted.

//s// KB
Authorized signature

January 27, 2021
Date

Frank Rivera, Public Works Director
Printed name

SITE PLAN REVIEW COMMENTS



DATE: December 4, 2020
SITE PLAN NO: Major Site Plan Review No. 2020-05
PROJECT TITLE: Fairway Courtyards
DESCRIPTION: Amendment to Subdivision Tract Map TR 820
APPLICANT: GJ Gardner (Energy Homes)
PROPERTY OWNER: Coker Ellsworth
LOCATION: SE Corner of Iona Ave and Vine Street
APN(S): 024-039-001 through 024-039-043

BUILDING

The following comments are applicable when checked:

- ☒ These are general comments and DO NOT constitute a complete plan check for your specific project. Please refer to the applicable California Code and local ordinances for additional requirements.
- ☒ Business Tax certification is required. *For information call (559) 924-6744 ext. 712*
- ☒ A building permit will be required. *For information call (559) 924-6744 ext. 730*
 - ☐ Submit 3 sets of professionally prepared plans and 2 sets of calculations (Small Tenant Improvements).
 - ☐ Submit 5 sets of plans signed by an architect or engineer. Must comply with 2010 California Building Code Sec. 2308 for conventional light-frame construction or submit 2 sets of engineered calculations.
- ☐ Indicate abandoned wells, septic systems and excavations on construction plans.

You are responsible to ensure compliance with the following checked items:

- ☒ Meet State and Federal Americans with Disabilities Act (ADA) requirements.
- ☒ A path of travel, parking and common area must comply with ADA Requirements.
- ☒ All accessible units must meet ADA Requirements.
- ☐ Maintain sound transmission control between units minimum of 50 STC.
- ☒ Maintain fire-resistive requirements at property lines.
- ☐ Demolition permit and deposit is required. *For information call (559) 924-6744 ext. 730*
- ☒ Obtain required permits from San Joaquin Valley Air Pollution Control District.
For information call (559) 230-6000
- ☐ Location of cashier must provide clear view of gas pump island.
- ☒ Treatment connection charge to be assessed based on use.
- ☐ Plans must be approved by the Kings County Health Department. *For information call (559) 584-1411*
- ☐ Project is located in flood zone _____. ☐ Hazardous materials report.
- ☒ Arrange for an onsite inspection. *For information call (559) 924-6744 ext. 730 (Inspection fees may apply.)*
- ☒ School Development fees: *For information call (559) 924-6744 ext. 730*
- ☒ Park Development fee \$_____ per unit collected with building permits.
- ☐ Existing address must be changed to be consistent with City address. *Call (559) 924-6744 ext. 740*

Additional comments: Building permit required for Grading and for the construction of the homes.

☐ No comments. Acceptable as submitted.

//s//

KB

Date: January 27, 2021

Frank Rivera, Public Works Director

FIRE DEPARTMENT

The following comments are applicable when checked:

- ☐ Refer to previous comments dated _____.
- ☐ More information is needed before a Site Plan Review can be conducted. Please submit plans with more detail.
- ☐ No fire protection items required for parcel map or lot line adjustment; however, any future projects will be subject to fire protection requirements.
- ☐ Address numbers must be placed on the exterior of the building in such a position as to be clearly and plainly visible from the street. Numbers will be at least 6 inches high and shall be of a color to contrast with their background. If multiple addresses served by a common driveway, the range of numbers shall be posted at the roadway / driveway.
- ☐ No additional fire hydrants are required for this project; however, additional fire hydrants may be required for any future development.
- ☒ There is / **are** 4 fire hydrants required for this project. One hydrant shall be installed every 300 ft. (see marked plans for fire hydrant locations).
- ☒ The turning radius for emergency fire apparatus is 20 feet inside radius and 43 feet outside radius. Ensure that the turns identified to you during site plan comply with these requirements. An option is a hammer-head constructed to City of Lemoore standards.
- ☐ An access road is required and shall be a minimum of 20 feet wide. The road shall be an all-weather driving surface accessible prior to and during construction.
- ☐ Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with an approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders. Access routes shall be located within a minimum of 15 feet and maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building.
- ☐ A fire lane is required for this project. The location will be given to you during the site plan meeting.
- ☐ A Knox Box key lock system is required. Applications are available at the City of Lemoore Fire Department Administrative Office. NOTE: Knox boxes shall be ordered using an approved application from Lemoore Fire Department Administrative Office, 711 W. Cinnamon Drive. Please allow adequate time for shipping and installation.
- ☐ The security gates, if to be locked, shall be locked with a typical chain and lock that can be cut with a common bolt cutter, or the developer may opt to provide a Knox Box key lock system. Applications are available at the Lemoore Fire Department Administrative Office.
- ☐ That portion of the building that is built upon a property line shall be constructed as to comply with Section 503.4 and Table 5-A of the California Building Code.
- ☐ Commercial dumpsters with 1.5 cubic yards or more shall not be stored or placed within 5 feet of combustible walls, openings, or a combustible roof eave line except when protected by a fire sprinkler system.
- ☐ If you handle hazardous material in amounts that exceed the exempt amounts listed on Table 3-D of the California Building Code, you are required to submit an emergency response plan to the Kings County Health Department. Prior to the building final inspection, we will require a copy of the plan and any Material Safety Data Sheets.

- ☐ An automatic fire sprinkler system is required for this building. A fire hydrant is required within 50 feet of the fire department connection. The fire hydrant, fire department connection and the PIV valve should be located together and minimum 25 feet from the building, if possible. The caps on the FDC shall be Knox locking caps.
- ☐ All hardware on exit doors shall comply with Chapter 10 of the California Fire Code. This includes all locks, latches, dolt locks, and panic and exit hardware.
- ☐ Provide illuminated exit signs and emergency lighting throughout the building.
- ☐ All Fire and Life Safety systems located within the building shall be maintained.
- ☐ An automatic fire extinguishing system for protection of the kitchen grease hood and ducts is required.
- ☐ City of Lemoore Fire Department Impact Fee. *For information call (559) 924-6730*
- ☐ City of Lemoore Fire Department Permit Fee – complete application during Building Department permit process.

Additional comments: _____

- ☐ No comments. Acceptable as submitted.

Bruce German/Faith Faria //S// KB
Authorized signature

1-25-2021
Date

Bruce German, Fire Chief
Printed name

COUNTY OF KINGS, STATE OF CALIFORNIA
SHEET 2 OF 11

SITE PLAN REVIEW COMMENTS



DATE: December 4, 2020
SITE PLAN NO: Major Site Plan Review No. 2020-05
PROJECT TITLE: Fairway Courtyards
DESCRIPTION: Amendment to Subdivision Tract Map TR 820
APPLICANT: GJ Gardner (Energy Homes)
PROPERTY OWNER: Coker Ellsworth
LOCATION: SE Corner of Iona Ave and Vine Street
APN(S): 024-039-001 through 024-039-043

PUBLIC SAFETY

The following comments are applicable when checked:

☐ Public Safety Impact Fee:

Ordinance No.:

Effective Date:

Impact fees shall be imposed by the City of Lemoore pursuant to this Ordinance as a condition of, or in conjunction with, the approval of a development project. "New Development or Development Project" means any new building, structure or improvement of any parcels of land upon which no like building, structure or improvement previously existed. NOTE: Refer to Engineering Site Plan comments for fee estimation.

☐ Not enough information provided. Please provide the following information:

☐ Access controlled / restricted etc.:

☐ Landscaping concerns:

☐ Lighting concerns:

☐ Line of sight issues:

☐ Surveillance issues:

☐ Territorial reinforcement – define property lines (private / public space):

☐ Traffic concerns:

☐ Request opportunity to comment or make recommendations as to safety issues as plans are developed.

☐ Additional comments:

☒ No comments. Acceptable as submitted.

Authorized signature

12/7/2020
Date

M. KENDALL

Printed name

City of Lemoore
Public Works/City Engineering
Site Plan Review Comments

DATE: February 25, 2021
SITE PLAN NO: Major Site Plan Review 12022020
TENTATIVE SM: TSM 12022020
PUD: PUD 12022020
PROJECT TITLE: Revision to Tract 820
DESCRIPTION: Revision of T. 820 to single family lots
APPLICANT: Energy Homes Inc (dba GJ Gardner Homes).
PROPERTY OWNER: Coker Ellsworth
LOCATION: East side of Vine St., South of Iona Ave (Tract 820)
APN(S): 024-052-092 (original APN prior to Tract 820)

The following comments are applicable when checked:

- ☒ Submit improvement plans detailing all proposed work – *Minimum 32' curb face to curb face on interior streets*
- ☒ Bonds, certificate of insurance, cash payment of fees/inspection, and approved map and plan required prior to approval of Final Map.
- ☒ The Final Map and Improvements shall conform to the Subdivision Map Act, the City of Lemoore's Subdivision Ordinance, Master Plans, Standard Details and Improvement Standards.
- ☐ A preconstruction conference is required prior to the start of any construction.
- ☒ Right-of-way dedication required – Provide 30' ½ street RW on Vine Street and RW for Sandtrap Lane (44') and Green Lane (46'). Dedicate adequate RW at curb returns to allow for curb return, ramps, and sidewalk connections. A title report is required for verification of ownership ☒ by map ☐ by deed.
- ☒ City encroachment permit required which shall include an approved traffic control plan.
- ☐ Caltrans encroachment permit required.
- ☒ If sanitary sewer, water and storm drain mains and services are to be maintained by the City, indicate on the plans and provide utility easements for the City of Lemoore to operate and maintain the main lines.
- ☒ Public Facilities Maintenance District (PFMD required prior to approval of Final Map. PFMD will maintain public common area landscaping, streetlights, street trees, block wall and public right of way as applicable along Vine Street, Sandtrap Lane and Green Lane. Submit completed PFMD application and filing fee a minimum of 75 days before approval of Final Map. PFMD shall also maintain Lot 30-Parking Area, Lot 31-Park & Lot 32-Storm Drainage Basin, and on-site utilities unless otherwise noted. Developer to identify facilities to be maintained through HOA and
- ☒ Landscape and irrigation improvement plans to be submitted for each phase, if phased. Landscape plans will need to comply with the City of Lemoore's street tree ordinance, MWELo requirements and other applicable City ordinances. If phased, a street tree and landscape master plan for all phases of the subdivision will need to be submitted with the initial phase to assist City staff in the formation of the landscape and lighting district.
- ☒ Dedicate landscape lots to the City that are to be maintained by the PFMD (along Vine Street only).
- ☐ Written comments required from ditch company.
- ☒ Sanitary Sewer master plan for the entire development shall be submitted for approval prior to approval of any portion of the system. The sewer system will need to be extended to the boundaries of the development where future connection and extension is anticipated. The sewer system will need to be sized to serve any future developments that are anticipated to connect to the system.
- ☒ Grading and drainage plan required. If the project is phased, then a master plan is required for the entire project area that shall include pipe network sizing and grades and street grades.
 - ☒ Prepared by a registered civil engineer or project architect.
 - ☒ All elevations shall be based on the City's benchmark network.Storm run-off from the project shall be handled as follows:
 - ☒ Directed to the City's existing storm drainage system – *Construct storm drain system and drainage basin per City of Lemoore requirements and the City's Storm Drain Master Plan*
 - ☒ Directed to a permanent on-site basin

City of Lemoore
Public Works/City Engineering
Site Plan Review Comments

DATE:	February 25, 2021
SITE PLAN NO:	Major Site Plan Review 12022020
TENTATIVE SM:	TSM 12022020
PUD:	PUD 12022020
PROJECT TITLE:	Revision to Tract 820
DESCRIPTION:	Revision of T. 820 to single family lots
APPLICANT:	Energy Homes Inc (dba GJ Gardner Homes).
PROPERTY OWNER:	Coker Ellsworth
LOCATION:	East side of Vine St., South of Iona Ave (Tract 820)
APN(S):	024-052-092 (original APN prior to Tract 820)

- ☐ Directed to a temporary on-site basin which is required until a connection with adequate capacity is available to the City's storm drainage system. On-site basin: _____; _____ maximum side slopes, perimeter fencing required, and provide access ramp to bottom for maintenance.
- ☐ Protect Oak trees during construction.
- ☒ Show adjacent property grade elevations on improvement plans. A retaining wall will be required for grade differences greater than 0.5 feet at the property line.
- ☒ Relocate existing utility poles and/or facilities.
- ☐ Underground all existing overhead utilities within the project limits. Existing overhead electrical lines over 50kV shall be exempt from undergrounding.
- ☒ Provide R-value tests; Provide per City requirements, coordinate with the City Engineer; previous Geotech report for Tract 820 may be acceptable
- ☒ Traffic indexes per City standards: Min of 6.0 for Vine St; 5.5 for local/private streets
- ☒ All public streets across project frontage and streets within project limits shall be improved to their full width, subject to available right-of-way, in accordance with City policies, standards and specifications. ***Construct all interior streets to City local street requirements. Vine Street improvements to match City constructed improvements south of Green Lane***
- ☒ All lots shall have separate drive approaches constructed to City Standards.
- ☒ Install street striping as required by the City Engineer.
- ☒ Install sidewalk: 6 ft. wide, with meandering parkway on Vine Street; match City improvements on Vine Street south of Green Lane; remove and replace damaged existing sidewalk;
- ☒ Install sidewalk: 5 ft. min wide, *along the interior public streets to provide access to Vine Street in accordance with City Ordinance; provide additional public access easements as required to construct sidewalk at drive approaches per City Std. C-8*
- ☒ Use cluster postal unit and show proposed location on the improvement plans. Provide approval of cluster postal unit by US Postal Service.
- ☐ Subject to existing reimbursement agreement to reimburse prior developer.
- ☒ Construct water mains in the private streets in accordance with City of Lemoore improvement standards.
- ☐ Abandon existing wells per Code; a building permit is required.
- ☐ Remove existing irrigation lines and dispose off-site.
- ☐ Remove existing leach fields and septic tanks.
- ☒ Fugitive dust will be controlled in accordance with the applicable rules of San Joaquin Valley Air Pollution Control District's Regulation VIII. Copies of any required permits will be provided to the City of Lemoore.
- ☒ The project may be subject to the San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application will be provided to the City of Lemoore.

DATE:	February 25, 2021
SITE PLAN NO:	Major Site Plan Review 12022020
TENTATIVE SM:	TSM 12022020
PUD:	PUD 12022020
PROJECT TITLE:	Revision to Tract 820
DESCRIPTION:	Revision of T. 820 to single family lots
APPLICANT:	Energy Homes Inc (dba GJ Gardner Homes).
PROPERTY OWNER:	Coker Ellsworth
LOCATION:	East side of Vine St., South of Iona Ave (Tract 820)
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☒ If the project meets the one acre of disturbance criteria of the State's Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is needed. A copy of the approved permit will be provided to the City of Lemoore.

☐ Comply with prior comments

☒ Resubmit with additional information – Show public streets instead of private, update/revise map and site plan as stand-alone documents; construct 5' sidewalk along interior streets to provide pedestrian access to Vine Street; City will review No Parking along Sandtrap Lane and consider moving it to the north side

☐ Redesign required

Additional comments:

1. Developer shall show all existing improvements constructed on-site per the previous Tract 820. Developer shall confirm that any existing improvements intended to be used have been tested and checked to the satisfaction of the City Public Works Director and City Engineer prior to being allowed to remain and be used.
2. Developer shall remove and replace any existing improvements that are not acceptable to the City for use in the development and/or do not match the revised final map and improvement plans.
3. Developer shall be responsible for the disposition of any existing property corners and monuments set per the previous Tract 820 in accordance with the latest edition of the Subdivision Map Act and the Professional Land Surveyors' Act.
4. Lots 18, 19, 20, 21, 28 and 29 do not provide the min. 18' front yard setback shown for all other lots. Show setback to garage especially since there is no parking on the north side of Green Lane. Provide min. distance for vehicle parking in driveway.
5. Show residential lot setback from block wall along Vine Street.
6. Verify street name change from Spyglass to Green Lane.
7. Develop all on-site civil improvements shall conform with City Standards and ordinances.
8. Water and sewer services and laterals (number, size, and location) per the approved improvement plans for the streets shall be revised to match the proposed development.
9. All public improvements must be constructed in conformance with the City of Lemoore Standard Plans and Specifications and Planned Unit Development Design Guidelines.
10. Provide design of all public improvements (such as sanitary sewer, storm drainage, water, and streets) in accordance with applicable Master Plans and City standards.
11. The improvement plans for the subdivision must be approved by the City of Lemoore prior to construction.
12. Speed undulations may not be allowed due to locations to drive approaches. Any speed undulations must meet City Standards and policies.
13. Provide temporary blow-offs at terminating water mains.
14. Local streets shall have a street centerline radius of not less than two hundred feet.
15. Provide fire flow requirements and analysis to show that adequate fire flows can be achieved with submittal of improvement plans. The requirements are 1,500 gpm at 20 psi.
16. Storm drainage basin shall be designed for retention storage requirements. Provide storm drainage basin calculations for sizing basin.

City of Lemoore
Public Works/City Engineering
Site Plan Review Comments

DATE:	February 25, 2021
SITE PLAN NO:	Major Site Plan Review 12022020
TENTATIVE SM:	TSM 12022020
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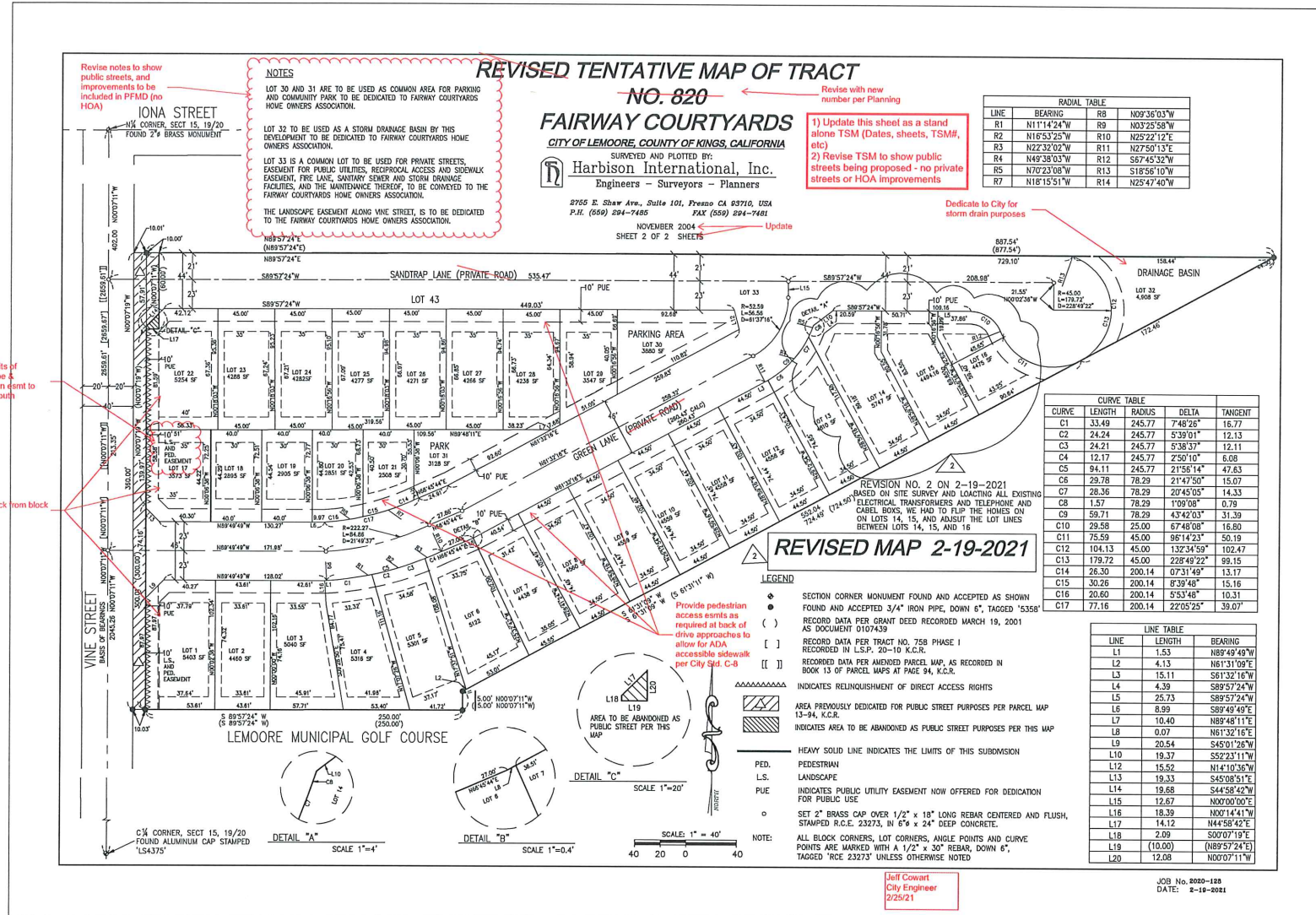
17. Show existing sanitary sewer, storm drainage, water and street infrastructure associated with development.
18. Lowest grade elevation within development shall be 1 foot above high-water level in ponding basin.
19. Fire hydrants to be spaced at a maximum distance of 300 feet.
20. Provide streetlights along the east side of Vine Street and within development.
21. A digital copy of the improvement plans and final map shall be provided to the City upon final approval.
22. Provide adequate transitional paving along the east side of Vine Street in accordance with Caltrans specifications.
23. Relocate all existing utilities underground.
24. Confirm all structures are located out of the proposed PUE.
25. Provide lot drainage for City approval.
26. Grading plan will be reviewed during improvement plan review.
27. Show water and sanitary sewer service connection points.
28. Provide adequate on-site parking.

☐ No comments. Acceptable as submitted.

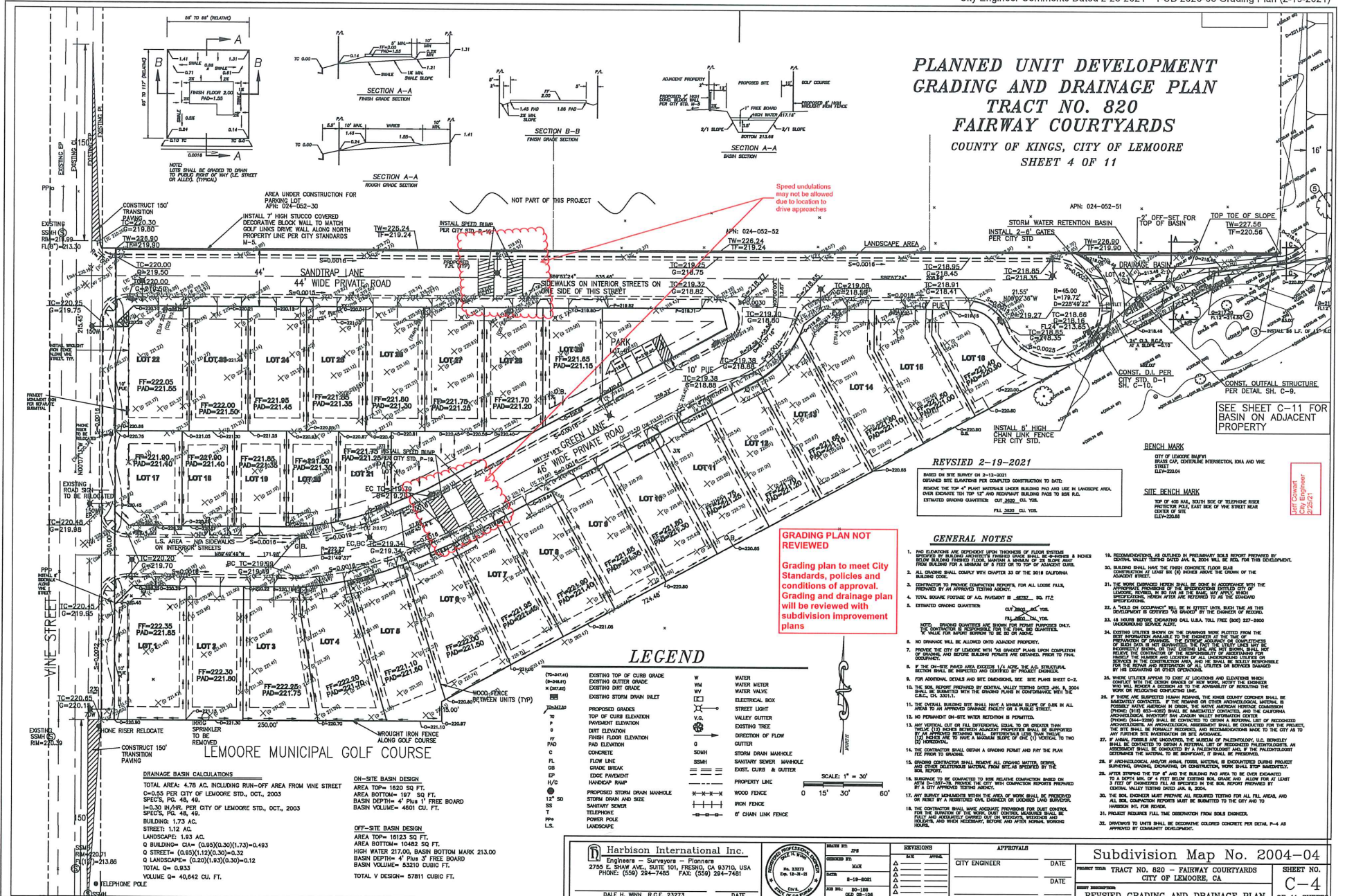
 //s// KB
Authorized Signature

 2/25/21
Date

 Jeff Cowart, PE, City Engineer
Printed name



PLANNED UNIT DEVELOPMENT GRADING AND DRAINAGE PLAN TRACT NO. 820 FAIRWAY COURTYARDS COUNTY OF KINGS, CITY OF LEMOORE SHEET 4 OF 11



Grading plan to meet City Standards, policies and conditions of approval. Grading and drainage plan will be reviewed with subdivision improvement plans

REVISED 2-19-2021

BASED ON SITE SURVEY ON 3-13-2021
GRADED SITE ELEVATIONS FOR CONSTRUCTION TO DATE
REMARKS: THE TOP 4" PLANT MATERIALS UNDER BUILDING PAD AND USE IN LANDSCAPE AREA
OVER EXISTING TOP 10" AND ROADWAY BUILDING PAD TO USE R.C.
ESTIMATED GRADING QUANTITIES: CUT 3800 CU. YDS.
FILL 3800 CU. YDS.

GENERAL NOTES

1. PAVEMENT ELEVATIONS ARE SHOWN ON THE BASIS OF THE FOLLOWING ASSUMPTIONS: GRADED SITE ELEVATIONS FOR CONSTRUCTION TO DATE. REMARKS: THE TOP 4" PLANT MATERIALS UNDER BUILDING PAD AND USE IN LANDSCAPE AREA OVER EXISTING TOP 10" AND ROADWAY BUILDING PAD TO USE R.C. ESTIMATED GRADING QUANTITIES: CUT 3800 CU. YDS. FILL 3800 CU. YDS.
2. ALL GRADING SHALL COMPLY WITH CHAPTER 22 OF THE 2018 CALIFORNIA BUILDING CODE.
3. CONTRACTOR TO PROVIDE CONSTRUCTION REPORTS FOR ALL LOCUS PAVES, PREPARED BY AN APPROVED TESTING AGENCY.
4. TOTAL GRADE FOOTAGE OF ALL PAVEMENT IS 3800 SQ. FT. ESTIMATED GRADING QUANTITIES: CUT 3800 CU. YDS. FILL 3800 CU. YDS.
5. IF THE ON-SITE PAVED AREA EXCEEDS 1/4 AC, THE PAVEMENT SHALL BE CONSTRUCTED TO A MINIMUM OF 1/4 AC. THE PAVEMENT SHALL BE CONSTRUCTED TO A MINIMUM OF 1/4 AC. THE PAVEMENT SHALL BE CONSTRUCTED TO A MINIMUM OF 1/4 AC.
6. NO DRAINAGE WILL BE ALLOWED INTO ADJACENT PROPERTY.
7. PROVIDE THE CITY OF LEMOORE WITH THE DRAINAGE PLAN UPON COMPLETION OF CONSTRUCTION AND BEFORE BEING PERMITTED FOR OCCUPANCY. THE DRAINAGE PLAN SHALL BE REVIEWED BY THE CITY OF LEMOORE.
8. IF THE ON-SITE PAVED AREA EXCEEDS 1/4 AC, THE PAVEMENT SHALL BE CONSTRUCTED TO A MINIMUM OF 1/4 AC. THE PAVEMENT SHALL BE CONSTRUCTED TO A MINIMUM OF 1/4 AC. THE PAVEMENT SHALL BE CONSTRUCTED TO A MINIMUM OF 1/4 AC.
9. FOR ADDITIONAL DETAILS AND SITE CONDITIONS, SEE SITE PLANS SHEET C-2.
10. THE SOIL REPORT PREPARED BY CENTRAL VALLEY TESTING LABORATORY, A SOIL BANK, BE SUBJECT TO THE GRADING PLAN IN CONFORMANCE WITH THE CITY OF LEMOORE.
11. THE OVERALL SLOPE OF THE SITE SHALL BE A MINIMUM OF 1% IN ALL DIRECTIONS TO AN APPROVED DRAINAGE FACILITY OR A PUBLIC STREET.
12. NO PERMANENT ON-SITE RETENTION IS PERMITTED.
13. ANY VERTICAL CUT OR FILL EXCEEDING 10' SHALL BE GREATER THAN 10'.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LEMOORE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LEMOORE.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LEMOORE.
17. ANY EXISTING UTILITIES SHALL BE DELETED FROM THE PLAN AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LEMOORE.
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Harbison International Inc.
Engineers - Surveyors - Planners
2750 E. SHAW AVE., SUITE 101, FRESNO, CA 93710, USA
PHONE: (559) 284-7485 FAX: (559) 284-7481

REVISION	DATE	BY	APPROVED
1	2/19/2021	DALE H. WANN	R.C.E. 32373

CITY ENGINEER	DATE

Subdivision Map No. 2004-04	SHEET NO. C-4
TRACT NO. 820 - FAIRWAY COURTYARDS CITY OF LEMOORE, CA	OF 11 SHEETS
REVISED GRADING AND DRAINAGE PLAN	

Notice of Exemption

TO: ☐ Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

☒ County Clerk
County of Kings
Kings County Government Center
Hanford, California 93230

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

PROJECT TITLE:

Tract Map 820 – Fairway Courtyards Subdivision
PUD 2020-03, TSM 2020-02, Major SPR 2020-05

PROJECT APPLICANT:

GJ Gardner, Energy Homes

PROJECT LOCATION – Specific:

Vine Street, 380 feet south of Iona Avenue

PROJECT LOCATION – City: Lemoore **County:** Kings

PROJECT DESCRIPTION:

The Tentative Subdivision Map is a request to subdivide 4.59 acres into 29 single-family residential lots with 3 outlot parcels.

NAME OF PUBLIC AGENCY APPROVING PROJECT:

City of Lemoore

NAME, ADDRESS, & PHONE NUMBER OF PERSON OR AGENCY CARRYING OUT PROJECT:

GJ Gardner, Energy Homes

EXEMPT STATUS: *(check one)*

- ☐ Ministerial (Section 21080(b)(1); 15268);
☐ Declared Emergency (Section 21080(b)(4); 15269(a));
☐ Emergency Project (Section 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number: Sec. 15332 of CEQA below
☐ Statutory Exemptions. State code number: _____

REASONS WHY PROJECT IS EXEMPT:

The Project qualifies as a Class 32 categorical exemption pursuant to Section 15332 of California Environmental Quality Act (“CEQA”) Guidelines, Title 14, Chapter 3 of the California Code of Regulations, because it is a project characterized as in-fill development, meeting the conditions described in Section 15332. (see attached sheet)

LEAD AGENCY CONTACT PERSON:

Judy Holwell, Community Development Director
(559) 924-6744 Ext. 740

Signature

Date

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, 21152.1, Public Resources Code.

CITY OF LEMOORE

CEQA Class 32 (Infill Development) Exemption Findings

The purpose of CEQA Categorical Exemption 32 is to promote in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects which are consistent with local general plan and zoning requirements. This class is not intended to be applied to projects which would result in any significant traffic, noise, air quality, or water quality effects.

Project Description:

A request by GJ Gardner Homes for approval to develop a 4.59 acre parcel into a 29-lot single-family residential subdivision with 3 small out lots for a park, parking area and drainage basin. The project is located on Vine Street south of Iona Avenue in the city of Lemoore on a site that was previously developed but never completed.

Required Findings:

- a) This project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designations and regulations.*

SUPPORTING INFORMATION: The project site is a unique parcel located along a portion of Vine Street that places it south of a light industrial use area and north of the municipal golf course. The site's major advantage are the views of the golf course and it's proximity. As per the City of Lemoore Zoning plan the site is located in a RLMD Low-Medium Density Residential zone and complies with General Plan policies as well as with applicable zoning designations and regulations.

- b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.*

SUPPORTING INFORMATION: This small 4.59-acre project is a unique residential island surrounded by light industrial uses to the north, a municipal golf course to the south and a waste-water treatment facility across Vine street to the west of the site.

- c) The project site has no value as habitat for endangered, rare or threatened species.*

SUPPORTING INFORMATION: The project location on Vine Street south of Iona locates it in an area that been zoned primarily for Light Industrial and Public Facility uses. The site consists of previously developed streets and underground utilities and is devoid of any native vegetation, landscaping or trees. There are no known riparian habitats or sensitive natural communities within the planning area. It is adjacent to the

municipal golf course and with the inclusion of the drainage basin could eventually become part of any biological system or habitat that may already exist there.

d. 1) Approval of the project would not result in any significant effects relating to traffic.

SUPPORTING INFORMATION: The project contains only 29 single family residential lots and is located on the western edge of the city where development is still sparse. There is currently very little commercial or residential traffic on that portion of Vine Street. The project generates very few traffic trips and therefore does not increase any traffic activity already designated for the area. There are no known significant traffic related issues.

d. 2) Approval of the project would not result in any significant effects relating to noise.

SUPPORTING INFORMATION: The size and type of the project would not (significantly) increase the level of ambient noise already in the area. There are no known significant noise related issues.

d. 3) Approval of the project would not result in any significant effects relating to air quality.

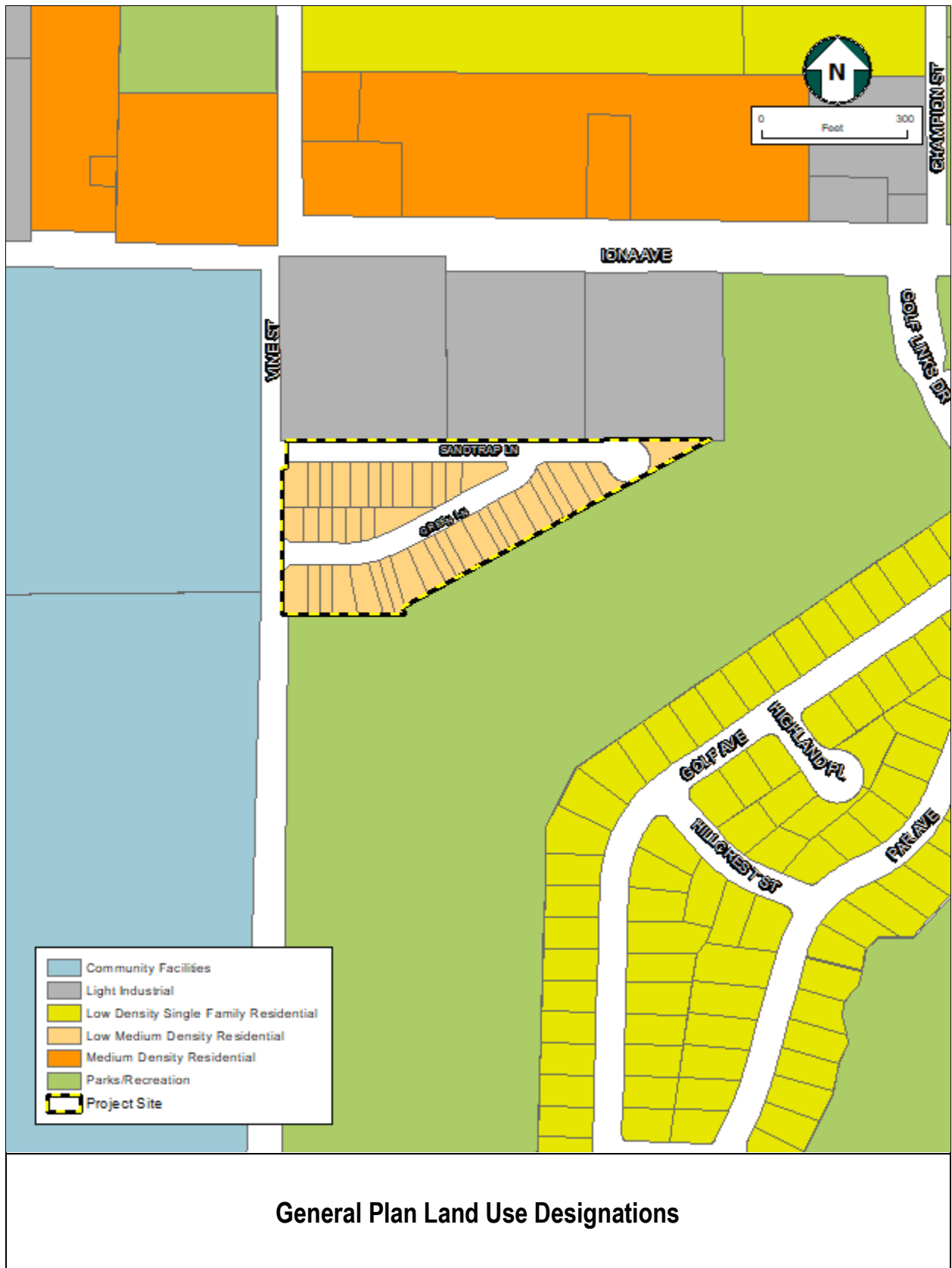
SUPPORTING INFORMATION: Since the site has been previously graded and street and utility improvements already installed there is no reason to think that with proper management practices during the home building phase of the project there would be any (significant) impact on the air quality in the area. There are no known (significant) effects relating to air quality.

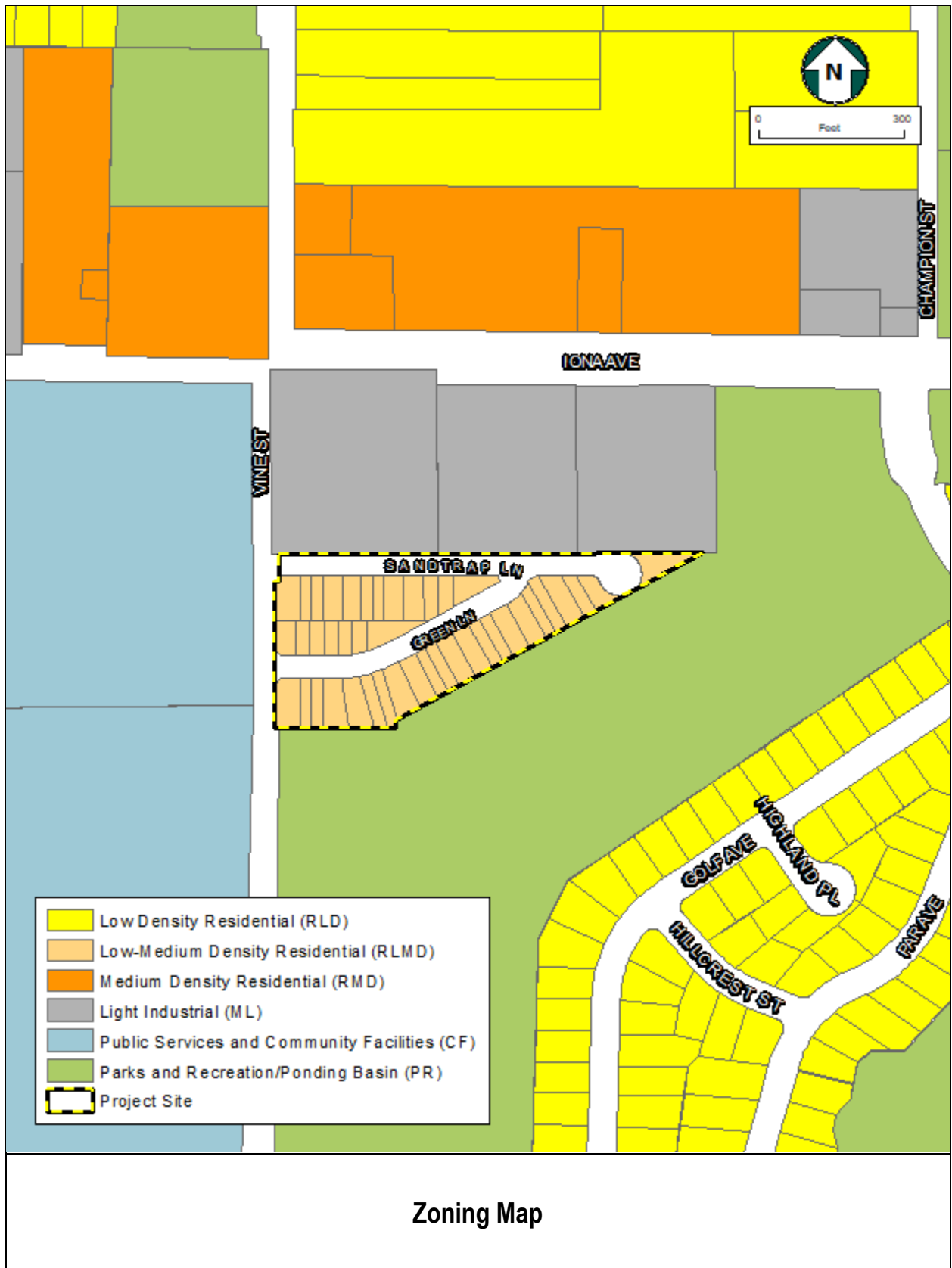
d. 4) Approval of the project would not result in any significant effects relating to water quality.

SUPPORTING INFORMATION: Since there are no adjacent creeks, streams or other bodies of water to be affected, and since the site has been previously graded there is no reason to think that with proper management practices during the home building phase of the project there would be any (significant) impact on the water quality in the area. There are no known (significant) effects that would endanger water quality.

e) The site can be adequately served by all required utilities and public services.

SUPPORTING INFORMATION: The project site is located in an existing sector already serviced by all major utilities and municipal services. All major underground services and utilities have been previously installed. All other services, Police, Fire and Parks can adequately be provided for by the City. There are no known significant utility or service issues.







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

Staff Report

To: Lemoore City Council

From: Marisa Avalos, City Clerk

Date: April 1, 2021

Meeting Date: April 6, 2021

Subject: Activity Update

Strategic Initiative:

- ☐ Safe & Vibrant Community
- ☐ Fiscally Sound Government
- ☐ Community & Neighborhood Livability

- ☐ Growing & Dynamic Economy
- ☐ Operational Excellence
- ☒ Not Applicable

Reports

- Warrant Register – FY 20/21
- Warrant Register – FY 20/21

March 12, 2021
March 26, 2021

PAGE NUMBER: 1
AUDIT11

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

FUND - 155 - HOUSING AUTHORITY FUND
BUDGET UNIT - 4953 - HOUSING AUTHORITY FUNDS

PEI - FUND ACCOUNTING

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4211 - CITY COUNCIL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4980									
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		977.55	.00	PROFESSIONAL SERVICES
TOTAL						.00	977.55	.00	
TOTAL						.00	977.55	.00	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
9 /21	03/12/21	21		9909	5396 OFFICE DEPOT		90.51	.00	OFFICE SUPPLIES
TOTAL						.00	90.51	.00	
4320									
9 /21	03/12/21	21		9910	T1356 NATHAN OLSON		65.00	.00	NOTICE OF EXEMPTION F
TOTAL						.00	65.00	.00	
4980									
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		274.40	.00	PROFESSIONAL SERVICES
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		360.15	.00	PROFESSIONAL SERVICES
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		17.15	.00	PROFESSIONAL SERVICES
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		1,223.23	.00	PROFESSIONAL SERVICES
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		703.15	.00	PROFESSIONAL SERVICES
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		1,800.75	.00	PROFESSIONAL SERVICES
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		4,819.15	.00	PROFESSIONAL SERVICES
TOTAL						.00	9,197.98	.00	
TOTAL						.00	9,353.49	.00	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4980									
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		34.30	.00	PROFESSIONAL SERVICES
TOTAL						.00	34.30	.00	
TOTAL						.00	34.30	.00	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4980									
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		1,429.25	.00	PROFESSIONAL SERVICES
TOTAL						.00	1,429.25	.00	
TOTAL						.00	1,429.25	.00	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
9 /21	03/12/21	21		9892	2891 KINGS CO. ASSESS		98.00	.00	ANNUAL SHAPEFILE INFO
TOTAL						.00	98.00	.00	
4980									
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		1,697.48	.00	PROFESSIONAL SERVICES
TOTAL						.00	1,697.48	.00	
TOTAL						.00	1,795.48	.00	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	9 /21	03/12/21	21	9904	5333 MEDALLION SUPPLY		413.13	.00	FRONT PARKING SOLAR C
TOTAL						.00	413.13	.00	
4350									
	9 /21	03/12/21	21	10357	6597 AIRWORX		772.00	-772.00	AC REPLACEMENT OR REPAIRS
	9 /21	03/12/21	21	10357	6597 AIRWORX		1,069.69	-1,069.69	AC REPLACEMENT OR REPAIRS
	9 /21	03/12/21	21	10357	6597 AIRWORX		1,683.31	-1,683.31	AC REPLACEMENT OR REPAIRS
	9 /21	03/12/21	21	10357	6597 AIRWORX		425.00	-425.00	CHANGE ORDER 1- ADD FUNDS
	9 /21	03/12/21	21	10357	6597 AIRWORX		1,516.69	-1,516.69	CHANGE ORDER 1- ADD FUNDS
TOTAL						.00	5,466.69	-5,466.69	
TOTAL						.00	5,879.82	-5,466.69	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220				OPERATING SUPPLIES				
9 /21 03/12/21 21	10679	-01 9914		5416 PRO FORCE LAW EN		2,705.50	-2,705.50	22185-TSR TASER X2 SMART
9 /21 03/12/21 21	10679	-02 9914		5416 PRO FORCE LAW EN		939.60	-939.60	22155 TASER X2 INERT SMAR
9 /21 03/12/21 21	10679	-03 9914		5416 PRO FORCE LAW EN		340.00	-340.00	22012 TASER TACTICAL PERF
9 /21 03/12/21 21	10679	-04 9914		5416 PRO FORCE LAW EN		288.92	-288.92	TAX
TOTAL				OPERATING SUPPLIES	.00	4,274.02	-4,274.02	
4220U				OPERAT SUPPLIES- UNIFORMS				
9 /21 03/12/21 21		9901		0650 LORD'S UNIFORMS		159.64	.00	S MCPHERSON
9 /21 03/12/21 21		9901		0650 LORD'S UNIFORMS		84.62	.00	J MARTINEZ
TOTAL				OPERAT SUPPLIES- UNIFORMS	.00	244.26	.00	
4310				PROFESSIONAL CONTRACT SVC				
9 /21 03/12/21 21		9896		5035 LEMOORE ANIMAL C		76.00	.00	FELINE
TOTAL				PROFESSIONAL CONTRACT SVC	.00	76.00	.00	
4980				LEGAL EXPENSE				
9 /21 03/12/21 21		9902		5609 LOZANO SMITH, LL		85.75	.00	PROFESSIONAL SERVICES
TOTAL				LEGAL EXPENSE	.00	85.75	.00	
TOTAL				POLICE	.00	4,680.03	-4,274.02	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
9 /21	03/12/21	21		9920	2932 SAVEMART SUPERMA		79.78	.00	3RD TUES TRAINING
9 /21	03/12/21	21		9920	2932 SAVEMART SUPERMA		86.36	.00	4TH TUES. TRAINING
9 /21	03/12/21	21		9900	0313 LEMOORE VOLUNTEE		433.52	.00	SAVEMART/LAS ESPUELAS
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		21.43	.00	AA PRO BATTERY
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		11.79	.00	DRAW/CAB LOCK
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		- .54	.00	DRAW/CAB LOCK
9 /21	03/12/21	21	10695	-01 9920	2932 SAVEMART SUPERMA		561.73	-561.73	OCTOBER 12, 2020 TUESDAY
9 /21	03/12/21	21	10695	-01 042021011906	2932 SAVEMART SUPERMA		.00	.00	OCTOBER 12, 2020 TUESDAY
9 /21	03/12/21	21	10695	-02 9920	2932 SAVEMART SUPERMA		152.08	-152.08	JANUARY 19, 2021 TUESDAY
TOTAL					OPERATING SUPPLIES	.00	1,346.15	-713.81	
4230					REPAIR/MAINT SUPPLIES				
9 /21	03/12/21	21		9897	0314 LEMOORE AUTO SUP		13.92	.00	NO TOUCH TIRE FOAM
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		15.00	.00	FLUSH OUT GEN PUR BLA
9 /21	03/12/21	21		9897	0314 LEMOORE AUTO SUP		15.02	.00	SEAFOAM
TOTAL					REPAIR/MAINT SUPPLIES	.00	43.94	.00	
4980					LEGAL EXPENSE				
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		171.50	.00	PROFESSIONAL SERVICES
TOTAL					LEGAL EXPENSE	.00	171.50	.00	
TOTAL					FIRE	.00	1,561.59	-713.81	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4980									
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		205.80	.00	PROFESSIONAL SERVICES
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		51.45	.00	PROFESSIONAL SERVICES
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		806.05	.00	PROFESSIONAL SERVICES
TOTAL						.00	1,063.30	.00	
TOTAL						.00	1,063.30	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350									
9 /21	03/12/21	21	10669	-01 9916	0388 REED ELECTRIC, L		4,868.34	-4,868.34	REPAIR AND UPDATE STREET
TOTAL						.00	4,868.34	-4,868.34	
TOTAL						.00	4,868.34	-4,868.34	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		344.00	.00	5" CLASS 160 PVC PIPE
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		49.23	.00	PVC PIPE
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		42.88	.00	REFUSECAN
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		23.61	.00	NIPP EXTRACTOR
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		25.03	.00	COUPLING
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		14.99	.00	GREASE
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		4.06	.00	DIAPHRAGM ASSY
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		360.23	.00	DRESSER COUPLING 6"
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		77.48	.00	2" SS EL
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		72.35	.00	DIAPHRAGM ASSY
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		72.82	.00	FLT WHT PAINT
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		161.55	.00	DRESSER COUPLING 3"
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		130.58	.00	Z SERIES LA 8' QUARTE
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		98.08	.00	PVC HAND PUMP W/6'
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		122.42	.00	ROMAC DRESSER COUPLIN
TOTAL					OPERATING SUPPLIES	.00	1,599.31	.00	
4310					PROFESSIONAL CONTRACT SVC				
9 /21	03/12/21	21		9922	5235 STATE DISBURSEME		75.00	.00	MAURICE HOUSTON
9 /21	03/12/21	21		9905	7109 MAURICE A. HOUST		325.00	.00	HERITAGE PARK
9 /21	03/12/21	21		9905	7109 MAURICE A. HOUST		250.00	.00	KINGS LION PARK
9 /21	03/12/21	21		9905	7109 MAURICE A. HOUST		250.00	.00	SOCCER COMPLEX
9 /21	03/12/21	21		9905	7109 MAURICE A. HOUST		250.00	.00	KING LION PARKVIE
9 /21	03/12/21	21		9905	7109 MAURICE A. HOUST		50.00	.00	LEMOORE VETERANS PARK
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,200.00	.00	
4350					REPAIR/MAINT SERVICES				
9 /21	03/12/21	21	10361 -01	9916	0388 REED ELECTRIC, L		770.01	-770.01	MISC ELECTRICAL PARK REPA
TOTAL					REPAIR/MAINT SERVICES	.00	770.01	-770.01	
TOTAL					PARKS	.00	3,569.32	-770.01	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
9 /21	03/12/21	21		9911	7070 PANTERRA NETWORK		4,685.01	.00	FEB -MARCH
TOTAL						.00	4,685.01	.00	
TOTAL						.00	4,685.01	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
9 /21	03/12/21	21	10693	-01 9873	0057 RICHARD A. BLAK,		800.00	-800.00	FINTESS FOR DUTY
TOTAL						.00	800.00	-800.00	
4980									
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		1,543.50	.00	PROFESSIONAL SERVICES
9 /21	03/12/21	21		9902	5609 LOZANO SMITH, LL		1,389.15	.00	PROFESSIONAL SERVICES
TOTAL						.00	2,932.65	.00	
TOTAL						.00	3,732.65	-800.00	
TOTAL						.00	43,630.13	-16,892.87	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		35.38	.00	40/60 ROS/CORE SLD1#
9 /21	03/12/21	21		9891	2990 KIMBALL-MIDWEST		102.83	.00	WIRE SEAL/TERMINAL
TOTAL					OPERATING SUPPLIES	.00	138.21	.00	
4230					REPAIR/MAINT SUPPLIES				
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		104.31	.00	FUSE/FUSE BLOCK
9 /21	03/12/21	21		9881	5289 CUMMINS PACIFIC,		93.56	.00	TUBE, CPR WATER INLET
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		59.18	.00	BELT IDLER PULLEY
9 /21	03/12/21	21		9919	0535 RUCKSTELL CALIF		238.46	.00	PROX SWITCH
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		238.57	.00	AIR, FUEL, OIL FILTER
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		285.44	.00	OIL, AIR, FILTER
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		290.59	.00	BATTERY
9 /21	03/12/21	21		9908	6120 O'REILLY AUTO PA		310.94	.00	F/P ASSEMBLY
9 /21	03/12/21	21		9908	6120 O'REILLY AUTO PA		25.50	.00	PART RETURNED
9 /21	03/12/21	21		9881	5289 CUMMINS PACIFIC,		26.27	.00	CLAMP, SPRING, HOSE
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		24.02	.00	11/2" NPT X 11/12 MAL
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		3.96	.00	FUSE HLD
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		16.83	.00	FITTING
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		47.85	.00	SWITCH
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		38.19	.00	LAMP
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		39.19	.00	CLAMP
9 /21	03/12/21	21		9881	5289 CUMMINS PACIFIC,		41.20	.00	GSKET, INT MANIFOLD C
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		-38.19	.00	LAMP
TOTAL					REPAIR/MAINT SUPPLIES	.00	1,845.87	.00	
4350					REPAIR/MAINT SERVICES				
9 /21	03/12/21	21		9926	6978 LAMPE		333.70	.00	ELECTRICAL
9 /21	03/12/21	21		9926	6978 LAMPE		225.00	.00	STEERING
9 /21	03/12/21	21		9880	5030 COMMERCIAL RADIA		165.00	.00	ROD OUT TRACTOR RADIA
9 /21	03/12/21	21	10385	-01 9871	0056 BILLINGSLEY TIRE		25.00	-25.00	TIRE REPAIR/REPLACEMENT
9 /21	03/12/21	21	10385	-01 9871	0056 BILLINGSLEY TIRE		49.50	-49.50	TIRE REPAIR/REPLACEMENT
9 /21	03/12/21	21	10385	-01 9871	0056 BILLINGSLEY TIRE		386.78	-386.78	TIRE REPAIR/REPLACEMENT
9 /21	03/12/21	21	10385	-01 9871	0056 BILLINGSLEY TIRE		587.87	-587.87	TIRE REPAIR/REPLACEMENT
9 /21	03/12/21	21	10385	-01 9871	0056 BILLINGSLEY TIRE		627.05	-627.05	TIRE REPAIR/REPLACEMENT
9 /21	03/12/21	21	10385	-01 9871	0056 BILLINGSLEY TIRE		637.37	-637.37	TIRE REPAIR/REPLACEMENT
9 /21	03/12/21	21	10385	-01 9871	0056 BILLINGSLEY TIRE		740.05	-740.05	TIRE REPAIR/REPLACEMENT
9 /21	03/12/21	21	10385	-01 9871	0056 BILLINGSLEY TIRE		921.28	-921.28	TIRE REPAIR/REPLACEMENT
9 /21	03/12/21	21	10385	-01 9871	0056 BILLINGSLEY TIRE		1,175.74	-1,175.74	TIRE REPAIR/REPLACEMENT
9 /21	03/12/21	21	10385	-01 9871	0056 BILLINGSLEY TIRE		1,418.26	-1,418.26	TIRE REPAIR/REPLACEMENT
9 /21	03/12/21	21	10385	-01 9871	0056 BILLINGSLEY TIRE		2,127.38	-2,127.38	TIRE REPAIR/REPLACEMENT
9 /21	03/12/21	21	10700	-01 9881	5289 CUMMINS PACIFIC,		1,830.26	-1,830.26	REPAIR OIL AND COOLANT LE
TOTAL					REPAIR/MAINT SERVICES	.00	11,250.24	-10,526.54	
TOTAL					FLEET MAINTENANCE	.00	13,234.32	-10,526.54	
TOTAL					FLEET MAINTENANCE	.00	13,234.32	-10,526.54	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350									REPAIR/MAINT SERVICES

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K									
9 /21	03/12/21	21	10405	-01 9912	6438 PEPSI BEVERAGES		793.56	-793.56	PEPSI PRODUCTS FOR KITCHEN
9 /21	03/12/21	21	10408	-01 9923	6440 SYSCO		623.07	-623.07	FOOD & SUPPLIES FOR KITCHEN
9 /21	03/12/21	21	10408	-01 9923	6440 SYSCO		1,307.18	-1,307.18	FOOD & SUPPLIES FOR KITCHEN
9 /21	03/12/21	21		9918	T1885 TOM RINGER		792.60	.00	BUENO BEVERAGE
9 /21	03/12/21	21		9915	7003 RAVEN BRAND PROD		70.20	.00	FOOD SUPPLIES
9 /21	03/12/21	21		9918	T1885 TOM RINGER		471.45	.00	VALLEY WIDE
9 /21	03/12/21	21		9918	T1885 TOM RINGER		597.68	.00	JGI SNACKES
TOTAL						.00	4,655.74	-2,723.81	
4000P									
9 /21	03/12/21	21		9875	6476 CALLAWAY		338.22	.00	BL CG CHRM SFT YLW 20
9 /21	03/12/21	21		9889	6453 GLOBAL TOUR GOLF		432.78	.00	GOLF TEES
9 /21	03/12/21	21		9925	6657 TOUR EDGE GOLF M		108.50	.00	GOLF CLUB
TOTAL						.00	879.50	.00	
4220F									
9 /21	03/12/21	21	10400	-01 9887	6445 GARY V. BURROWS,		1,009.18	-1,009.18	MAINTENANCE EQUIPMENT FUEL
TOTAL						.00	1,009.18	-1,009.18	
4220M									
9 /21	03/12/21	21		9895	0286 LAWRENCE TRACTOR		131.96	.00	MAINTENANCE KIT
9 /21	03/12/21	21		9930	6523 WEST VALLEY SUPP		138.47	.00	2" SLIP FIX
9 /21	03/12/21	21		9890	6475 KERN TURF SUPPLY		154.44	.00	SOLENOID GOLF NEW
9 /21	03/12/21	21		9930	6523 WEST VALLEY SUPP		72.25	.00	HUNTER PGJ 4" ADJ-ARC
9 /21	03/12/21	21		9930	6523 WEST VALLEY SUPP		59.94	.00	2" SS COUPLING
9 /21	03/12/21	21		9898	6526 LEMOORE AUTO SUP		77.05	.00	BEARING
9 /21	03/12/21	21		9898	6526 LEMOORE AUTO SUP		85.79	.00	JUMP STARTER
9 /21	03/12/21	21		9883	6499 E-Z-GO TEXTRON		452.53	.00	ASSEMBLY, STERRING RA
9 /21	03/12/21	21		9927	5379 TURF STAR		217.01	.00	SOLENOID
9 /21	03/12/21	21		9883	6499 E-Z-GO TEXTRON		36.41	.00	KEYSWITCH, ELEC, SNAP
TOTAL						.00	1,425.85	.00	
4309									
9 /21	03/12/21	21		9918	T1885 TOM RINGER		57.96	.00	AFLAC
9 /21	03/12/21	21		9918	T1885 TOM RINGER		250.00	.00	MARK FRANTZ
9 /21	03/12/21	21		9918	T1885 TOM RINGER		16,466.62	.00	PAYROLL
TOTAL						.00	16,774.58	.00	
4310									
9 /21	03/12/21	21		9917	6548 TOM RINGER		850.50	.00	GOLF LESSONS FEB 2021
9 /21	03/12/21	21		9894	6844 KNIGHT GUARD SEC		264.65	.00	TRIP CHARGE
9 /21	03/12/21	21		9894	6844 KNIGHT GUARD SEC		55.00	.00	ALARM MONITORING
9 /21	03/12/21	21		9879	6624 CINTAS		57.63	.00	KITCHEN
TOTAL						.00	1,227.78	.00	
4340									

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ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
9 /21	03/12/21	21		9921	0423 SOCALGAS		14.79	.00	01/13/21-02/12/21
9 /21	03/12/21	21		9921	0423 SOCALGAS		207.23	.00	01/13/21-02/12/21
TOTAL					UTILITIES	.00	222.02	.00	
TOTAL					GOLF COURSE-CITY	.00	26,194.65	-3,732.99	
TOTAL					GOLF COURSE - CITY	.00	26,194.65	-3,732.99	

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ACCOUNTING PERIOD: 9/21

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									OPERATING SUPPLIES
9 /21	03/12/21	21		9885	6751 FURTADO WELDING		232.83	.00	SAFETY GLASSES
9 /21	03/12/21	21		9897	0314 LEMOORE AUTO SUP		62.69	.00	FACE MASKS/INNER CLEA
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		15.00	.00	AA LITH BATTERY
9 /21	03/12/21	21		9897	0314 LEMOORE AUTO SUP		13.36	.00	CARB CLEANER
9 /21	03/12/21	21		9897	0314 LEMOORE AUTO SUP		13.89	.00	STROK OIL
9 /21	03/12/21	21		9897	0314 LEMOORE AUTO SUP		7.49	.00	PRIME GUARD
9 /21	03/12/21	21		9897	0314 LEMOORE AUTO SUP		7.82	.00	STEEL BRUSH
9 /21	03/12/21	21		9897	0314 LEMOORE AUTO SUP		8.56	.00	BATTERY 9B
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		15.63	.00	ALL PURP FANTASTIK
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		19.70	.00	SHOE HAND WIRE BRUSH
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		53.59	.00	BATTERY
9 /21	03/12/21	21		9897	0314 LEMOORE AUTO SUP		42.89	.00	POWER INVERTER
9 /21	03/12/21	21		9897	0314 LEMOORE AUTO SUP		25.72	.00	WD- 40
9 /21	03/12/21	21		9897	0314 LEMOORE AUTO SUP		23.58	.00	GLOVES
TOTAL						.00	542.75	.00	
4220CH									CHLORINE OPERATING SUPPLY
9 /21	03/12/21	21	10365	-06 9928	6058 UNIVAR		1,356.85	-1,356.85	CHANGE ODER #5 - ADD FUND
9 /21	03/12/21	21	10365	-06 9928	6058 UNIVAR		1,781.42	-1,781.42	CHANGE ODER #5 - ADD FUND
9 /21	03/12/21	21	10365	-06 9928	6058 UNIVAR		1,869.81	-1,869.81	CHANGE ODER #5 - ADD FUND
9 /21	03/12/21	21	10365	-06 9928	6058 UNIVAR		1,985.64	-1,985.64	CHANGE ODER #5 - ADD FUND
9 /21	03/12/21	21	10365	-06 9928	6058 UNIVAR		1,985.64	-1,985.64	CHANGE ODER #5 - ADD FUND
9 /21	03/12/21	21	10365	-06 9928	6058 UNIVAR		2,283.48	-2,283.48	CHANGE ODER #5 - ADD FUND
TOTAL						.00	11,262.84	-11,262.84	
4230									REPAIR/MAINT SUPPLIES
9 /21	03/12/21	21	10626	-01 9870	0019 ALLIED ELECTRIC		188.62	-188.62	SK-R9-FAN11-F6 FAN HEATSI
9 /21	03/12/21	21	10626	-01 1970546-02	0019 ALLIED ELECTRIC		.00	.00	SK-R9-FAN11-F6 FAN HEATSI
9 /21	03/12/21	21	10626	-02 9870	0019 ALLIED ELECTRIC		281.03	-281.03	SK-R9-FAN14-F6 PF750 4X/1
9 /21	03/12/21	21	10626	-03 9870	0019 ALLIED ELECTRIC		70.07	-70.07	SK-R9-FAN2-F6-PF750 INTER
9 /21	03/12/21	21	10626	-03 1970546-02	0019 ALLIED ELECTRIC		.00	.00	SK-R9-FAN2-F6-PF750 INTER
9 /21	03/12/21	21	10626	-04 9870	0019 ALLIED ELECTRIC		5.08	-5.08	TAXES
9 /21	03/12/21	21	10626	-04 9870	0019 ALLIED ELECTRIC		13.67	-13.67	TAXES
9 /21	03/12/21	21	10626	-04 9870	0019 ALLIED ELECTRIC		20.37	-20.38	TAXES
9 /21	03/12/21	21	10626	-05 9870	0019 ALLIED ELECTRIC		14.31	-14.31	CHANGE ORDER 1- FREIGHT
9 /21	03/12/21	21	10626	-05 9870	0019 ALLIED ELECTRIC		16.05	-16.05	CHANGE ORDER 1- FREIGHT
9 /21	03/12/21	21	10626	-05 9870	0019 ALLIED ELECTRIC		18.18	-18.17	CHANGE ORDER 1- FREIGHT
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		24.65	.00	LUBRICANT
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		27.96	.00	MAGNET TOREDO LEVEL
9 /21	03/12/21	21		9886	2410 GAR BENNETT, LLC		.42	.00	PARTS
9 /21	03/12/21	21		9899	0304 LEMOORE HARDWARE		5.35	.00	PLEAT FUR FILTER
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		97.90	.00	BLADE FOR VP-30 CUTTE
TOTAL						.00	783.66	-627.38	
4310									PROFESSIONAL CONTRACT SVC
9 /21	03/12/21	21		9913	0020 PRAXAIR DISTRIBU		43.75	.00	SPEC HIGH PRESSURE

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ACCOUNTING PERIOD: 9/21

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC (cont'd)				
9 /21	03/12/21	21	10696	-02 9931	6694 WILL DAN FINANCIA		950.00	-950.00	FY20 SB 1029 CDIA C REPORT
TOTAL					PROFESSIONAL CONTRACT SVC	.00	993.75	-950.00	
4350					REPAIR/MAINT SERVICES				
9 /21	03/12/21	21	10698	-01 9874	7023 BRECK'S ELECTRIC		3,530.00	-3,530.00	REWIND 250 HP 1800 RPM 46
9 /21	03/12/21	21	10698	-02 9874	7023 BRECK'S ELECTRIC		3,530.00	-3,530.00	US VHS MOTOR - LABOR
9 /21	03/12/21	21	10698	-03 9874	7023 BRECK'S ELECTRIC		1,667.76	-1,667.76	7322 BMBUC3 NACHI ANGULAR
9 /21	03/12/21	21	10698	-04 9874	7023 BRECK'S ELECTRIC		158.32	-158.32	PARTS-RADIAL BEARING, SIG
9 /21	03/12/21	21	10698	-05 9874	7023 BRECK'S ELECTRIC		455.27	-455.27	TAXES
TOTAL					REPAIR/MAINT SERVICES	.00	9,341.35	-9,341.35	
4380					RENTALS & LEASES				
9 /21	03/12/21	21	10376	-02 9903	7175 MATHESON TRI-GAS		950.00	-950.00	CHANGE ORDER 1 TO INCLUDE
9 /21	03/12/21	21	10376	-02 9903	7175 MATHESON TRI-GAS		950.00	-950.00	CHANGE ORDER 1 TO INCLUDE
TOTAL					RENTALS & LEASES	.00	1,900.00	-1,900.00	
TOTAL					WATER	.00	24,824.35	-24,081.57	
TOTAL					WATER	.00	24,824.35	-24,081.57	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
	9 /21	03/12/21	21 10336	-01 9899	0304 LEMOORE HARDWARE		40.74	-40.74	SUPPLIES
TOTAL						.00	40.74	-40.74	
4310									
	9 /21	03/12/21	21 10332	-01 9893	0234 KINGS WASTE AND		81,178.38	-81,178.38	TIPPING FEE'S
	9 /21	03/12/21	21 10411	-01 9882	6869 WELLS FARGO BANK		817.60	-817.60	TEMP AGENCY (PART TIME HE
	9 /21	03/12/21	21	9893	0234 KINGS WASTE AND		275.00	.00	COMM RECYCLE(STARBUCK
TOTAL						.00	82,270.98	-81,995.98	
TOTAL					REFUSE	.00	82,311.72	-82,036.72	
TOTAL					REFUSE	.00	82,311.72	-82,036.72	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4170								
9 /21 03/12/21 21			9907	T2407 THOMAS NULL		171.59	.00	BOOTS REIMBURSEMENT
TOTAL					.00	171.59	.00	
4220								
9 /21 03/12/21 21			9884	5866 FASTENAL COMPANY		321.43	.00	CIR MONOGOGGLE
9 /21 03/12/21 21			9888	0521 GRAINGER		322.09	.00	CRIMPER 29 TO 5 AWG
9 /21 03/12/21 21			9888	0521 GRAINGER		72.99	.00	GRADUATED DIPPER
9 /21 03/12/21 21			9899	0304 LEMOORE HARDWARE		27.61	.00	BLEACH
TOTAL					.00	744.12	.00	
4230								
9 /21 03/12/21 21			9899	0304 LEMOORE HARDWARE		20.98	.00	ECON SAFE GLASSES
9 /21 03/12/21 21			9929	0474 WEST VALLEY SUPP		1.52	.00	3/4" M/A..
9 /21 03/12/21 21			9929	0474 WEST VALLEY SUPP		123.06	.00	12" STANDARD VALVE BO
9 /21 03/12/21 21			9888	0521 GRAINGER		138.27	.00	SLEEVE COUPLING INSER
9 /21 03/12/21 21			9906	0345 MORGAN & SLATES,		170.51	.00	HR ANGLE
9 /21 03/12/21 21			9884	5866 FASTENAL COMPANY		185.54	.00	ASPHGRM DMNDB
TOTAL					.00	639.88	.00	
4310								
9 /21 03/12/21 21 10364 -02 9878				1599 CHEMSEARCH		1,053.20	-1,053.20	WASTEWATER ECOFLOW BIO-AM
TOTAL					.00	1,053.20	-1,053.20	
4350								
9 /21 03/12/21 21 10694 -01 9924				2799 TELSTAR INSTRUME		496.00	-496.00	INSTRUMENTS HOURS
9 /21 03/12/21 21 10694 -02 9924				2799 TELSTAR INSTRUME		448.00	-448.00	ELECTRICAL HOURS
TOTAL					.00	944.00	-944.00	
4980								
9 /21 03/12/21 21			9902	5609 LOZANO SMITH, LL		222.95	.00	PROFESSIONAL SERVICES
9 /21 03/12/21 21			2128004	5609 LOZANO SMITH, LL		377.30	.00	PROFESSIONAL SERVICES
9 /21 03/12/21 21			9902	5609 LOZANO SMITH, LL		68.60	.00	PROFESSIONAL SERVICES
TOTAL					.00	668.85	.00	
TOTAL	SEWER				.00	4,221.64	-1,997.20	
TOTAL	SEWER& STORM WTR DRAINAGE				.00	4,221.64	-1,997.20	

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ACCOUNTING PERIOD: 9/21

FUND - 155 - HOUSING AUTHORITY FUND
BUDGET UNIT - 4953 - HOUSING AUTHORITY FUNDS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
9 /21	03/12/21	21		2628	4062 KINGS COUNTY		40.00	.00	RECORDING FEES
TOTAL						.00	40.00	.00	
TOTAL						.00	40.00	.00	
TOTAL						.00	40.00	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
9 /21	03/12/21	21	10697	-01 9872	6733 BLACKBURN CONSUL		1,341.00	-1,341.00	GEOTECHNICAL SERVICES FOR
TOTAL						.00	1,341.00	-1,341.00	
TOTAL						.00	1,341.00	-1,341.00	
TOTAL						.00	1,341.00	-1,341.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		16.57	.00	ST/STEEL HD RCVR/LCK
TOTAL						.00	16.57	.00	
TOTAL					LLMD ZONE 1 WESTFIELD	.00	16.57	.00	
TOTAL					LLMD ZONE 1	.00	16.57	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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									
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		2.32	.00	ST/STEEL HD RCVR/LCK
TOTAL						.00	2.32	.00	
TOTAL						.00	2.32	.00	
TOTAL						.00	2.32	.00	

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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									
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		.38	.00	ST/STEEL HD RCVR/LCK
TOTAL						.00	.38	.00	
TOTAL						.00	.38	.00	
TOTAL						.00	.38	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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									
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		.22	.00	ST/STEEL HD RCVR/LCK
TOTAL						.00	.22	.00	
TOTAL					LLMD ZONE 6 CAPISTRANO	.00	.22	.00	
TOTAL					LLMD ZONE 6 CAPISTRANO	.00	.22	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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									
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		.97	.00	ST/STEEL HD RCVR/LCK
TOTAL						.00	.97	.00	
TOTAL						.00	.97	.00	
TOTAL						.00	.97	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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									
	9 /21	03/12/21	21	9929	0474 WEST VALLEY SUPP		6.27	.00	CC, .700 DRIP COMPRSS
	9 /21	03/12/21	21	9929	0474 WEST VALLEY SUPP		6.44	.00	QUICK LOCK COUPLING
	9 /21	03/12/21	21	9877	7205 CENCAL AUTO & TR		.64	.00	ST/STEEL HD RCVR/LCK
TOTAL						.00	13.35	.00	
TOTAL						.00	13.35	.00	
TOTAL						.00	13.35	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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									
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		1.06	.00	ST/STEEL HD RCVR/LCK
TOTAL						.00	1.06	.00	
TOTAL						.00	1.06	.00	
TOTAL						.00	1.06	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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									
	9 /21	03/12/21	21	9877	7205 CENCAL AUTO & TR		.92	.00	ST/STEEL HD RCVR/LCK
	9 /21	03/12/21	21	9929	0474 WEST VALLEY SUPP		20.62	.00	1/2' X 3' CUT-OFF RIS
TOTAL						.00	21.54	.00	
TOTAL					LLMD ZONE 9 LA DANTE ROSE	.00	21.54	.00	
TOTAL					LLMD ZONE 9 LA DANTE ROSE	.00	21.54	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='vm031221'
ACCOUNTING PERIOD: 9/21

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									
	9 /21	03/12/21	21	9877	7205 CENCAL AUTO & TR		3.19	.00	ST/STEEL HD RCVR/LCK
	9 /21	03/12/21	21	9929	0474 WEST VALLEY SUPP		20.10	.00	DIAPHRAGM ASSYN
	9 /21	03/12/21	21	9929	0474 WEST VALLEY SUPP		20.47	.00	DIAPHRAGM ASSY
TOTAL						.00	43.76	.00	
TOTAL						.00	43.76	.00	
TOTAL						.00	43.76	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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			OPERATING	SUPPLIES					
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		.46	.00	ST/STEEL HD RCVR/LCK
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		35.12	.00	QUARTER CIRCLE
TOTAL			OPERATING	SUPPLIES		.00	35.58	.00	
TOTAL			LLMD ZONE 11	SELF HELP EN		.00	35.58	.00	
TOTAL			LLMD ZONE 11	SELF HELP EN		.00	35.58	.00	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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									
					OPERATING SUPPLIES				
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		46.92	.00	RB 15' STRIP MPR NOZZ
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		4.35	.00	ST/STEEL HD RCVR/LCK
9 /21	03/12/21	21		9929	0474 WEST VALLEY SUPP		410.23	.00	RAINBIRD 1804 PRSSURE
TOTAL					OPERATING SUPPLIES	.00	461.50	.00	
TOTAL					LLMD ZONE 12 SUMMERWIND	.00	461.50	.00	
TOTAL					LLMD ZONE 12 SUMMERWIND	.00	461.50	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM031221'
ACCOUNTING PERIOD: 9/21

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									
9 /21	03/12/21	21		9877	7205 CENCAL AUTO & TR		.55	.00	ST/STEEL HD RCVR/LCK
TOTAL						.00	.55	.00	
TOTAL					LLMD ZONE 13 CORNERSTONE	.00	.55	.00	
TOTAL					LLMD ZONE 13 CORNERSTONE	.00	.55	.00	
TOTAL					REPORT	.00	196,395.61	-140,608.89	

Warrant Register 3-26-2021

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
9 /21	03/26/21	21		10023	5352 SHRED-IT USA, IN		7.14	.00	SHRED CITY CLERK
9 /21	03/26/21	21	10436	-02 10002	2849 KINGS COUNTY ECO		1,666.67	-1,666.67	CURRENT YEAR JURISDICTION
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,673.81	-1,666.67	
TOTAL					CITY MANAGER	.00	1,673.81	-1,666.67	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4360									
9 /21	03/26/21	21		9994	5308 GOVERNMENT FINAN		85.00	.00	CLASS REGISTRATION
9 /21	03/26/21	21		9994	5308 GOVERNMENT FINAN		85.00	.00	CLASS REGISTRATION
TOTAL		TRAINING				.00	170.00	.00	
TOTAL		FINANCE				.00	170.00	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
9 /21	03/26/21	21		10023	5352 SHRED-IT USA, IN		7.14	.00	SHRED CITY CLERK
TOTAL						.00	7.14	.00	
TOTAL						.00	7.14	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
9 /21	03/26/21	21		9995	0521 GRAINGER		364.15	.00	SINGLE FLUSH BATTERY
TOTAL						.00	364.15	.00	
4310									
9 /21	03/26/21	21		10023	5352 SHRED-IT USA, IN		2.38	.00	SHRED CITY CLERK
9 /21	03/26/21	21		10021	5287 RES COM PEST CON		38.00	.00	PEST CONTROL-411 W D
TOTAL						.00	40.38	.00	
TOTAL						.00	404.53	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220U	OPERAT	SUPPLIES-	UNIFORMS					
9 /21 03/26/21 21			9978	6699 5.11 TACTICAL		86.37	.00	A.T.A.C 2.0 6" BOOT
TOTAL	OPERAT	SUPPLIES-	UNIFORMS		.00	86.37	.00	
4310	PROFESSIONAL	CONTRACT	SVC					
9 /21 03/26/21 21 10522		-01	10003	0772 COUNTY OF KINGS		3,559.26	-3,559.26	FEBRUARY 2021
TOTAL	PROFESSIONAL	CONTRACT	SVC		.00	3,559.26	-3,559.26	
4360	TRAINING							
9 /21 03/26/21 21			9985	T2574 CHASE ELLSWORTH		14.00	.00	SEXUAL ASSAULT FOR FI
9 /21 03/26/21 21			9999	T2229 TANNER JACQUES		14.00	.00	SEXUAL ASSAULT FOR FI
9 /21 03/26/21 21			10029	7024 ERIC TREVINO		14.00	.00	SEXUAL ASSAULT FOR FI
9 /21 03/30/21 20			9999	T2229 TANNER JACQUES		-14.00	.00	SEXUAL ASSAULT FOR FI
9 /21 03/30/21 20			9985	T2574 CHASE ELLSWORTH		-14.00	.00	SEXUAL ASSAULT FOR FI
TOTAL	TRAINING				.00	14.00	.00	
4840	AUTOS AND TRUCKS							
9 /21 03/26/21 21 10340		-01	10000	2956 JONES COLLISION		1,851.30	-1,851.30	#2550 PAINT DODGE 2020/20
9 /21 03/26/21 21 10340		-02	10000	2956 JONES COLLISION		46.10	-46.10	TAX
TOTAL	AUTOS AND TRUCKS				.00	1,897.40	-1,897.40	
TOTAL	POLICE				.00	5,557.03	-5,456.66	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='vm032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230			REPAIR/MAINT	SUPPLIES					
9 /21	03/26/21	21		10019	0370 PHIL'S LOCKSMITH		12.87	.00	LOCK REKEY
TOTAL			REPAIR/MAINT	SUPPLIES		.00	12.87	.00	
4310			PROFESSIONAL	CONTRACT SVC					
9 /21	03/26/21	21		9981	2653 ARAMARK UNIFORM		42.54	.00	UNIFORM/MAT/MASK
9 /21	03/26/21	21		9987	7058 COMCAST		53.59	.00	03/13/2021-04/12/21
TOTAL			PROFESSIONAL	CONTRACT SVC		.00	96.13	.00	
TOTAL			FIRE			.00	109.00	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
9 /21	03/26/21	21		10023	5352 SHRED-IT USA, IN		4.76	.00	SHRED CITY CLERK
TOTAL						.00	4.76	.00	
TOTAL						.00	4.76	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
9 /21	03/26/21	21		10023	5352 SHRED-IT USA, IN		7.14	.00	SHRED CITY CLERK
9 /21	03/26/21	21		9982	6733 BLACKBURN CONSUL		472.50	.00	3045.X 024 FREEDOM EL
TOTAL						.00	479.64	.00	
4320									
9 /21	03/26/21	21	10389	-01 10032	6783 VIRTUAL PROJECT		500.00	-500.00	VIRTUAL PROJECT MANAGER M
TOTAL						.00	500.00	-500.00	
TOTAL						.00	979.64	-500.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='vm032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
	9 /21	03/26/21	21	10012	0363 PG&E		345.81	.00	01/23/21-02/23/21
	9 /21	03/26/21	21	10015	0363 PG&E		1,351.75	.00	01/29/21-03/01/21
	9 /21	03/26/21	21	10016	0363 PG&E		46.58	.00	01/29/21-03/01/21
	9 /21	03/26/21	21	10010	0363 PG&E		30.77	.00	01/29/21-03/01/21
	9 /21	03/26/21	21	10014	0363 PG&E		88.87	.00	02/12/21-03/15/21
	9 /21	03/26/21	21	10018	0363 PG&E		70.43	.00	01/23/21-02/23/21
TOTAL					UTILITIES	.00	1,934.21	.00	
TOTAL					STREETS	.00	1,934.21	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
9 /21	03/26/21	21		10011	0363 PG&E		304.53	.00	02/08/21-03/09/21
TOTAL						.00	304.53	.00	
TOTAL						.00	304.53	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
9 /21	03/26/21	21		10023	5352 SHRED-IT USA, IN		2.38	.00	SHRED CITY CLERK
TOTAL						.00	2.38	.00	
TOTAL						.00	2.38	.00	
TOTAL						.00	11,147.03	-7,623.33	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220F									
9 /21	03/26/21	21	10367	-01 9992	0068 GARY V. BURROWS,		10,589.26	-10,589.26	BLANKET PO FOR FUEL
TOTAL						.00	10,589.26	-10,589.26	
TOTAL						.00	10,589.26	-10,589.26	
TOTAL						.00	10,589.26	-10,589.26	

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EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K	COST OF REVENUE-KITCHEN								
9 /21	03/26/21	21		10022	T1885 TOM RINGER		543.45	.00	VALLEY WIDE
9 /21	03/26/21	21		10020	7003 RAVEN BRAND PROD		23.40	.00	FOOD SUPPLIES
9 /21	03/26/21	21		10022	T1885 TOM RINGER		1,560.30	.00	BUENO BEVERAGE
TOTAL	COST OF REVENUE-KITCHEN					.00	2,127.15	.00	
4000P	COST OF REVENUE-PRO SHOP								
9 /21	03/26/21	21		9996	6453 GLOBAL TOUR GOLF		205.00	.00	TEES-2 3/4" BAMBOO NA
9 /21	03/26/21	21		10028	6450 TITLEIST		178.52	.00	E COMFORT MEN BLACK
9 /21	03/26/21	21		9100897732	6450 TITLEIST		178.52	.00	ECOMFORT MEN WHIT/GRE
9 /21	03/26/21	21		10028	6450 TITLEIST		183.23	.00	CLUB CASUAL MEN SPKL
9 /21	03/26/21	21		9984	6476 CALLAWAY		112.74	.00	BL CG CHRMSFT YLW
9 /21	03/26/21	21		9984	6476 CALLAWAY		112.74	.00	BL CG CHRMST SHAMROCK
9 /21	03/26/21	21		9984	6476 CALLAWAY		112.74	.00	BL CG CHRM SFT X LS T
9 /21	03/26/21	21		10028	6450 TITLEIST		70.59	.00	FJ FLES LX SPKL WN WH
9 /21	03/26/21	21		9984	6476 CALLAWAY		36.00	.00	BL CG SUPERSOFT MAX
9 /21	03/26/21	21		10028	6450 TITLEIST		-168.92	.00	RETURNING SHOES
9 /21	03/26/21	21		10028	6450 TITLEIST		469.86	.00	T9012S TITL AVX
9 /21	03/26/21	21	10410	-01 10028	6450 TITLEIST		942.00	-942.00	GOLF BALLS, EQUIPMENT, CA
9 /21	03/26/21	21	10410	-01 10028	6450 TITLEIST		942.00	-942.00	GOLF BALLS, EQUIPMENT, CA
9 /21	03/26/21	21		9984	6476 CALLAWAY		336.68	.00	GL CG DAWN PATROL
9 /21	03/26/21	21		9983	6491 BRIDGESTONE GOLF		397.08	.00	2020 TOUR B XS WHITE
9 /21	03/26/21	21		10028	6450 TITLEIST		292.99	.00	ECOMFORT MEN WHITE/GR
TOTAL	COST OF REVENUE-PRO SHOP					.00	4,401.77	-1,884.00	
4220M	OPERATING SUPPLIES MAINT.								
9 /21	03/26/21	21		10034	6206 WILBUR-ELLIS COM		279.28	.00	SUPERCAL SO4M GR/GRD
9 /21	03/26/21	21		10025	0428 STONEY'S SAND &		320.13	.00	SCREENED SAND
9 /21	03/26/21	21		9989	5866 FASTENAL COMPANY		13.96	.00	T190-AG JOBBER 11/64
9 /21	03/26/21	21		10007	6541 LEMOORE HARDWARE		9.11	.00	MP BTR 2PK 4X3/8 COVE
9 /21	03/26/21	21		9993	6445 GARY V. BURROWS,		43.71	.00	PUMP OIL
9 /21	03/26/21	21		10007	6541 LEMOORE HARDWARE		72.90	.00	GT POLY STL LWN RAKE
9 /21	03/26/21	21		10007	6541 LEMOORE HARDWARE		52.52	.00	CHR TOLL FLUSH LEVER
9 /21	03/26/21	21		9989	5866 FASTENAL COMPANY		77.71	.00	BATHROOM TISSUE
9 /21	03/26/21	21		10033	6523 WEST VALLEY SUPP		152.30	.00	WATER PROOF UNDERGROU
9 /21	03/26/21	21		10024	6481 SPRAYING DEVICES		166.40	.00	TIP XR8004VS
TOTAL	OPERATING SUPPLIES MAINT.					.00	1,188.02	.00	
4220P	OPERATING SUPPLIES-PRO SH								
9 /21	03/26/21	21		9996	6453 GLOBAL TOUR GOLF		50.00	.00	GRIP SOLVENT- 1 GAL
9 /21	03/26/21	21	10396	-01 9984	6476 CALLAWAY		2,271.00	-2,271.00	RANGE BALLS
9 /21	03/26/21	21	10396	-02 9984	6476 CALLAWAY		544.31	-544.31	CHANGE ORDER 1 - ADD FUND
TOTAL	OPERATING SUPPLIES-PRO SH					.00	2,865.31	-2,815.31	
4309	STAFFING/TOM RINGER								
9 /21	03/26/21	21		10022	T1885 TOM RINGER		15,841.92	.00	PAYROLL
9 /21	03/26/21	21		10022	T1885 TOM RINGER		57.96	.00	AFLAC

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PEI - FUND ACCOUNTING

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4309					(cont'd)				
TOTAL					STAFFING/TOM RINGER	.00	15,899.88	.00	
4310					PROFESSIONAL CONTRACT SVC				
9 /21	03/26/21	21		9986	6624 CINTAS		57.63	.00	KITCHEN
TOTAL					PROFESSIONAL CONTRACT SVC	.00	57.63	.00	
4340					UTILITIES				
9 /21	03/26/21	21		10005	0297 LEMOORE CANAL &		276.00	.00	952/ 953 CITY/LAGUNA
9 /21	03/26/21	21		10017	0363 PG&E		665.83	.00	01/28/21-02/28/21
TOTAL					UTILITIES	.00	941.83	.00	
4350					REPAIR/MAINT SERVICES				
9 /21	03/26/21	21		10004	0234 KINGS WASTE AND		384.00	.00	690656
9 /21	03/26/21	21		10027	6812 TERMINIX PROCESS		64.00	.00	PEST CONTROL-GOLF COU
TOTAL					REPAIR/MAINT SERVICES	.00	448.00	.00	
TOTAL					GOLF COURSE-CITY	.00	27,929.59	-4,699.31	
TOTAL					GOLF COURSE - CITY	.00	27,929.59	-4,699.31	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
9 /21	03/26/21	21		9989	5866 FASTENAL COMPANY		14.30	.00	GLOVES
9 /21	03/26/21	21		9990	0188 FERGUSON ENTERPR		420.37	.00	16 BLAC PVC STL TOE B
TOTAL					OPERATING SUPPLIES	.00	434.67	.00	
4220CH					CHLORINE OPERATING SUPPLY				
9 /21	03/26/21	21	10365	-06 10030	6058 UNIVAR		1,133.63	-1,133.63	CHANGE ODER #5 - ADD FUND
9 /21	03/26/21	21	10365	-06 10030	6058 UNIVAR		2,233.85	-2,233.85	CHANGE ODER #5 - ADD FUND
9 /21	03/26/21	21	10365	-06 10030	6058 UNIVAR		3,226.66	-3,226.66	CHANGE ODER #5 - ADD FUND
TOTAL					CHLORINE OPERATING SUPPLY	.00	6,594.14	-6,594.14	
4230					REPAIR/MAINT SUPPLIES				
9 /21	03/26/21	21	10375	-01 9990	0188 FERGUSON ENTERPR		473.30	-473.30	BLANKET PO WATER DISTRIBU
9 /21	03/26/21	21	10375	-01 9990	0188 FERGUSON ENTERPR		935.62	-935.62	BLANKET PO WATER DISTRIBU
9 /21	03/26/21	21	10375	-02 9990	0188 FERGUSON ENTERPR		354.88	-354.88	BLANKET PO FIRE HYDRANTS
9 /21	03/26/21	21	10375	-02 9990	0188 FERGUSON ENTERPR		701.54	-701.54	BLANKET PO FIRE HYDRANTS
9 /21	03/26/21	21		10006	0304 LEMOORE HARDWARE		41.80	.00	SUPER MINI UMBRELLA
TOTAL					REPAIR/MAINT SUPPLIES	.00	2,507.14	-2,465.34	
4310					PROFESSIONAL CONTRACT SVC				
9 /21	03/26/21	21		10023	5352 SHRED-IT USA, IN		7.14	.00	SHRED CITY CLERK
9 /21	03/26/21	21		9979	2914 AAA QUALITY SERV		81.22	.00	POTTY RENTAL
TOTAL					PROFESSIONAL CONTRACT SVC	.00	88.36	.00	
4330					PRINTING & PUBLICATIONS				
9 /21	03/26/21	21	10466	-01 9998	5546 INFOSEND		189.00	-189.00	TTHM QUARTERLY REPORT INS
9 /21	03/26/21	21	10466	-02 9998	5546 INFOSEND		19.81	-19.81	TAXES
9 /21	03/26/21	21	10466	-03 9998	5546 INFOSEND		513.35	-513.35	CHANGE ORDER 1 - COST HIG
TOTAL					PRINTING & PUBLICATIONS	.00	722.16	-722.16	
TOTAL					WATER	.00	10,346.47	-9,781.64	
TOTAL					WATER	.00	10,346.47	-9,781.64	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
	9 /21	03/26/21	21	9991	6751 FURTADO WELDING		61.84	.00	OXYGEN CYLINDER
TOTAL						.00	61.84	.00	
4310									
	9 /21	03/26/21	21	10023	5352 SHRED-IT USA, IN		4.76	.00	SHRED CITY CLERK
	9 /21	03/26/21	21	10411 -01 9988	6869 WELLS FARGO BANK		654.08	-654.08	TEMP AGENCY (PART TIME HE
TOTAL						.00	658.84	-654.08	
TOTAL					REFUSE	.00	720.68	-654.08	
TOTAL					REFUSE	.00	720.68	-654.08	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
9 /21	03/26/21	21		10031	2038 USA BLUEBOOK		401.76	.00	FLAG 30' WIRE STAFF W
9 /21	03/26/21	21		10031	2038 USA BLUEBOOK		378.73	.00	FLUKE T5-1000 TEST ME
9 /21	03/26/21	21		10031	2038 USA BLUEBOOK		280.21	.00	ALUMINUM CLIPBOARD
9 /21	03/26/21	21		9995	0521 GRAINGER		96.04	.00	WADERS FOR POND WORK
9 /21	03/26/21	21		9989	5866 FASTENAL COMPANY		13.70	.00	TAPE MEASURE
9 /21	03/26/21	21		10006	0304 LEMOORE HARDWARE		17.15	.00	AA BATTERY
9 /21	03/26/21	21		10006	0304 LEMOORE HARDWARE		25.71	.00	IMP #2 PHIL 3-1/2" BI
9 /21	03/26/21	21		9995	0521 GRAINGER		77.51	.00	SAMPLE CONTAINERS
TOTAL					OPERATING SUPPLIES	.00	1,290.81	.00	
4230					REPAIR/MAINT SUPPLIES				
9 /21	03/26/21	21		10006	0304 LEMOORE HARDWARE		6.64	.00	1-1/2 WHT MALE ADAPTE
TOTAL					REPAIR/MAINT SUPPLIES	.00	6.64	.00	
4310					PROFESSIONAL CONTRACT SVC				
9 /21	03/26/21	21		10023	5352 SHRED-IT USA, IN		4.75	.00	SHRED CITY CLERK
9 /21	03/26/21	21	10383	-01 10008	6156 LEPRINO FOODS CO		21,188.76	-21,188.76	WATER DISPOSAL FEE PER AG
TOTAL					PROFESSIONAL CONTRACT SVC	.00	21,193.51	-21,188.76	
TOTAL					SEWER	.00	22,490.96	-21,188.76	
TOTAL					SEWER& STORM WTR DRAINAGE	.00	22,490.96	-21,188.76	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

FUND - 085 - PBIA
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	9 /21	03/26/21	21	9980	6975 ANTERO M MENDONC		450.00	.00	BATMAN AND BAT MOBILE
	9 /21	03/26/21	21	10026	6393 TAMMY LAWLEY		190.00	.00	PRINCESSES FOR DOWNTOWN
TOTAL						.00	640.00	.00	
4310									
	9 /21	03/26/21	21	10009	5563 RUSTY DEROUIN		150.00	.00	FEBRUARY SERVICES
TOTAL						.00	150.00	.00	
TOTAL						.00	790.00	.00	
TOTAL						.00	790.00	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
9 /21	03/26/21	21	10597	-01 9997	6858 INDUSTRIAL AUTOM		3,282.00	-3,282.00	TTHM SWITCHES FOR WATER T
9 /21	03/26/21	21	10597	-02 9997	6858 INDUSTRIAL AUTOM		150.00	-150.00	FREIGHT
9 /21	03/26/21	21	10597	-03 9997	6858 INDUSTRIAL AUTOM		237.94	-237.94	TAX
9 /21	03/26/21	21	10597	-04 9997	6858 INDUSTRIAL AUTOM		240.00	-240.00	CHANGE ORDER 1 - FREIGHT
9 /21	03/26/21	21	10597	-05 9997	6858 INDUSTRIAL AUTOM		28.28	-28.28	CHANGE ORDER 1 - ADDITION
TOTAL						.00	3,938.22	-3,938.22	
TOTAL						.00	3,938.22	-3,938.22	
TOTAL						.00	3,938.22	-3,938.22	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
9 /21	03/26/21	21		10013	0363 PG&E		84.30	.00	01/22/21-02/22/21
TOTAL						.00	84.30	.00	
TOTAL						.00	84.30	.00	
TOTAL						.00	84.30	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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									
9 /21	03/26/21	21		10013	0363 PG&E		52.55	.00	01/22/21-02/22/21
TOTAL						.00	52.55	.00	
TOTAL						.00	52.55	.00	
TOTAL						.00	52.55	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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									
9 /21	03/26/21	21		10013	0363 PG&E		10.51	.00	01/22/21-02/22/21
TOTAL						.00	10.51	.00	
TOTAL						.00	10.51	.00	
TOTAL						.00	10.51	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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									
9 /21	03/26/21	21		10013	0363 PG&E		10.51	.00	01/22/21-02/22/21
TOTAL						.00	10.51	.00	
TOTAL						.00	10.51	.00	
TOTAL						.00	10.51	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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									
9 /21	03/26/21	21		10013	0363 PG&E		21.03	.00	01/22/21-02/22/21
TOTAL						.00	21.03	.00	
TOTAL						.00	21.03	.00	
TOTAL						.00	21.03	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
9 /21	03/26/21	21		10013	0363 PG&E		21.10	.00	01/22/21-02/22/21
TOTAL						.00	21.10	.00	
TOTAL						.00	21.10	.00	
TOTAL						.00	21.10	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
9 /21	03/26/21	21		10013	0363 PG&E		39.26	.00	01/22/21-02/22/21
TOTAL						.00	39.26	.00	
TOTAL						.00	39.26	.00	
TOTAL						.00	39.26	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
9 /21	03/26/21	21		10013	0363 PG&E		54.70	.00	01/22/21-02/22/21
TOTAL						.00	54.70	.00	
TOTAL						.00	54.70	.00	
TOTAL						.00	54.70	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
9 /21	03/26/21	21		10013	0363 PG&E		10.53	.00	01/22/21-02/22/21
TOTAL						.00	10.53	.00	
TOTAL						.00	10.53	.00	
TOTAL						.00	10.53	.00	

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
9 /21	03/26/21	21		10013	0363 PG&E		35.07	.00	01/22/21-02/22/21
TOTAL						.00	35.07	.00	
TOTAL						.00	35.07	.00	
TOTAL						.00	35.07	.00	

PEI
DATE: 04/01/2021
TIME: 15:40:51

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 30
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
9 /21	03/26/21	21		10013	0363 PG&E		92.03	.00	01/22/21-02/22/21
TOTAL						.00	92.03	.00	
TOTAL						.00	92.03	.00	
TOTAL						.00	92.03	.00	

PEI
DATE: 04/01/2021
TIME: 15:40:51

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 31
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM032621'
ACCOUNTING PERIOD: 10/21

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
9 /21	03/26/21	21	10448	-01 10001	7097 JTS MODULAR		3,120.75	-3,120.75	POLICE DISPATCH MODULAR B
TOTAL						.00	3,120.75	-3,120.75	
TOTAL					REGIONAL DISPATCH CENTER	.00	3,120.75	-3,120.75	
TOTAL					PUBLIC SAFETY DISPATCH	.00	3,120.75	-3,120.75	
TOTAL					REPORT	.00	91,504.55	-61,595.35	