

LEMOORE

CALIFORNIA

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

AGENDA

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

5:30 pm STUDY SESSION

- SS-1 Progress Report on the Proposed Lacey Ranch 156-acre Development Project Outside the City Urban Growth Boundary (Brandt)

ADJOURNMENT

7:30 pm REGULAR SESSION

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

PUBLIC COMMENT

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

CEREMONIAL / PRESENTATION – Section 1

No Ceremonial / Presentations

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

- 2-1 Department & City Manager Reports

CONSENT CALENDAR – Section 3

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

- 3-1 Approval – Minutes – Regular Meeting – June 15, 2021
- 3-2 Approval – Minutes – Special Meeting – June 28, 2021

- 3-3 Approval – Second Reading – Ordinance 2021-04 – Adopting Zoning Text Amendment 2021-01
- 3-4 Approval – Mutual Aid Agreement between Commander Navy Region Southwest Commanding Officer NAS Lemoore and City of Lemoore Volunteer Fire Department

PUBLIC HEARINGS – Section 4

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

- 4-1 Public Hearing – Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and Flavor Fusion, LLC. (Olson)
- 4-2 Public Hearing – Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and Hold My Beer, LLC. (Olson)

NEW BUSINESS – Section 5

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

- 5-1 Report and Recommendation – Intention to Levy and Collect the Annual Assessments within Landscape and Lighting Maintenance District No. 1 (LLMD) Zones 1 through 13 – Resolution 2021-12 and Public Facilities Maintenance District No. 1 (PFMD) Zones 1 through 10 – Resolution 2021-13 (Champion)
- 5-2 Report and Recommendation – Agreement between the City of Lemoore and Tyler Technologies a for Implementation and Hosting of the City's New Enterprise Resource Planning (ERP) Software (Speer)
- 5-3 Report and Recommendation – Agreement between the City of Lemoore and Price Page & Company for Implementation Services Related to the New Enterprise Resource Planning (ERP) Software (Speer)

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

- 6-1 City Council Reports / Requests

ADJOURNMENT

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, July 20, 2021
- City Council Regular Meeting, Tuesday, August 3, 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 City Council Agenda for the meeting of July 6, 2021 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on July 2, 2021.

//s//

Marisa Avalos, City Clerk

**CITY OF LEMOORE
CITY COUNCIL SPECIAL/REGULAR MEETING
JULY 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 July 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/93376896979?pwd=RUwrYTMzdXNiVzJrOW11cWl1NVVQQQT09>
- Meeting ID: 933 7689 6979
- Passcode: 876557
- 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: Steve Brandt, City Planner

Date: June 22, 2021 Meeting Date: July 5, 2021

Subject: Progress Report on the Proposed Lacey Ranch 156-acre Development Project Outside the City Urban Growth Boundary

Strategic Initiative:

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

Proposed Motion:

Information Only.

Subject/Discussion:

City staff and the City Manager previously brought this item to the Council for discussion during the City Council meeting on October 20, 2020. Since that time, the City Planning and Public Works staff have continued to work with the Assemi Group representative, Jeff Roberts, on this proposal to amend the Lemoore General Plan and allow a 156-acre residential neighborhood north of the existing City Limits. The Assemi Group has purchased the property and would like to develop the site over a multi-year period as a residential neighborhood with a mix of housing types.

The roughly square-shaped area is bounded by 18th Avenue (Lemoore Avenue) on the west, Glendale Avenue on the south, Lacey Boulevard on the north, and an irrigation ditch on a portion of the east side. There are no structures on the site and in the last few years has been farmed with row crops. The City's Well 11, water tank, and solar panels are located near the southwest corner of the site.

The developer has hired a CEQA consultant who is preparing an environmental impact report (EIR) for the project. Once a draft is complete, City Planning staff will review it before it is released to the public for a 45-day public review period. City staff have also

been working with the developer on the layout of lots, the size and density of the multi-family residential portions of the project, and the preliminary designs to provide water, sewer collection, and storm drainage services.

The proposed project is outside of Lemoore's City Limits and partially outside of Lemoore's Primary Sphere of Influence, as shown on the attached maps, and will require annexation. The Tentative Subdivision Map with two detail maps are also attached. Jeff Roberts will be present to provide a progress update and answer any questions the Council may have.

Financial Consideration(s):

None at this time. Financial considerations will be provided when the full project is proposed to the Council.

Alternatives or Pros/Cons:

Information Only.

Commission/Board Recommendation:

When the full project is ready for public hearings it will first go to the Planning Commission for them to give their recommendation to Council.

Staff Recommendation:

Information Only.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☒ Map: Sphere of Influence
- ☐ Contract
- ☒ Other

General Plan Map

Tentative Subdivision Map (3 pages)

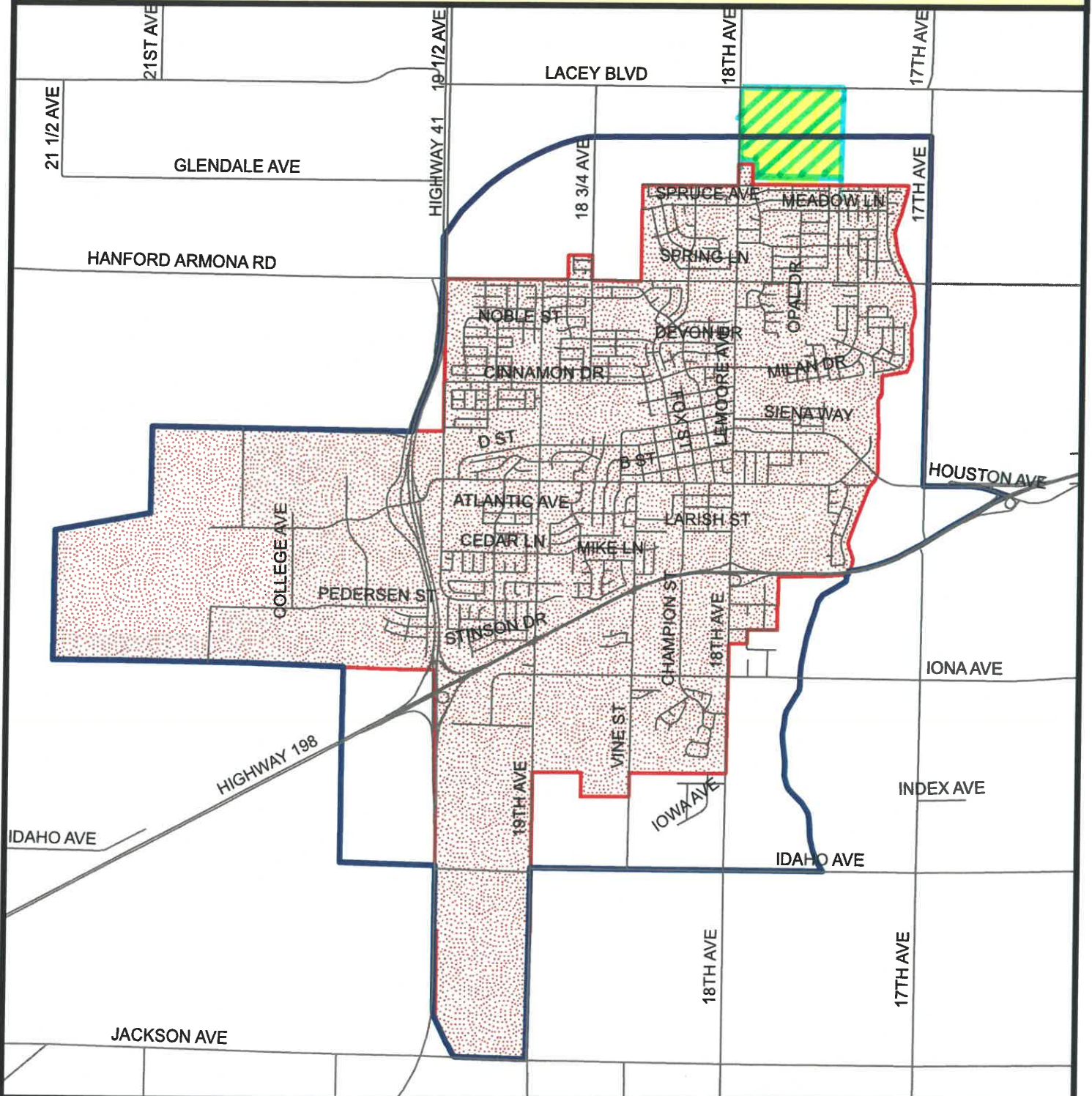
Review:

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

Date:

07/01/2021
07/02/2021
07/02/2021
07/01/2021
07/01/2021

City of Lemoore



1400 W Lacey Blvd.
Hanford, California 93230

August 2014



0 0.3 0.6 1.2 1.8 Miles

Legend

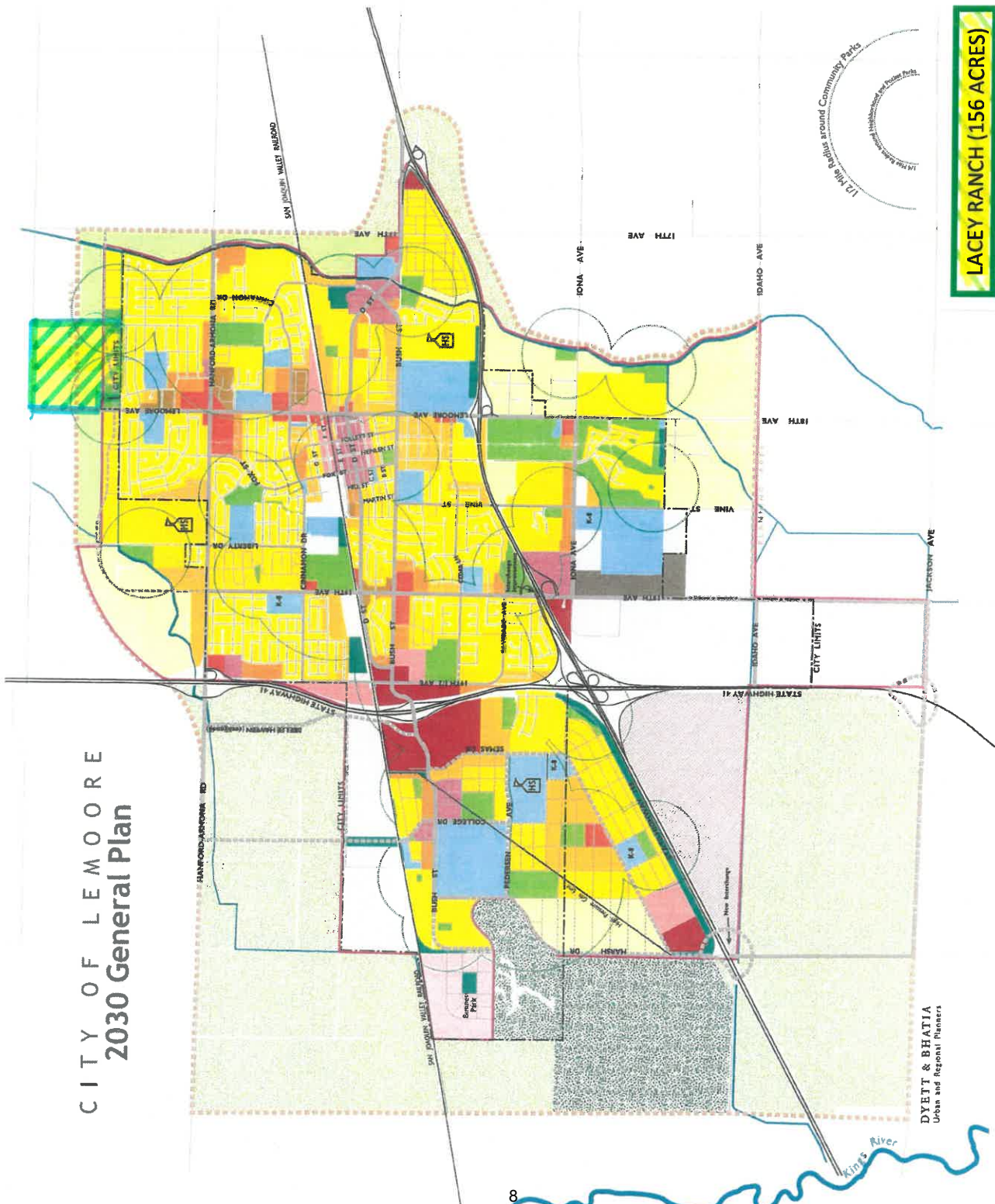
- City of Lemoore
- Primary Sphere of Influence

LACEY RANCH (156 ACRES)

CITY OF LEMOORE 2030 General Plan

Figure 2-2
General Plan
Land Use Diagram

- Agriculture
- Agriculture/Rural Residential
- Very Low Density Residential
- Low Density Single Family
- Low-Medium Density Residential
- Medium Density Multi-family
- High Density Residential
- Neighborhood Commercial
- Regional Commercial
- Mixed Use
- Professional Office
- Business Park
- Public/Institutional
- Parks & Recreation
- Greenway (including storm drainage detention basins)
- Wetlands
- Heavy Industrial
- Light Industrial
- Employment Reserve Area
- High School Alternative Sites
- Train Station
- Parkway
- New Interchange
- Planning Area
- Urban Growth Boundary
- City Limits



LACEY RANCH (156 ACRES)

DYETT & BHATIA
Urban and Regional Planners

TENTATIVE MAP NO. 932

IN THE CITY OF LEMOORE, KINGS COUNTY, STATE OF CALIFORNIA
SURVEYED ON JANUARY 28TH, 2020
BY PRECISION CIVIL ENGINEERING, INC.



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 20 EAST, MOUNT Diablo BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT APPROVED OCTOBER 28, 1869.
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF LEMOORE, A MUNICIPAL CORPORATION AS DESCRIBED IN GRANT DEED RECORDED JANUARY 09, 1998 AS INSTRUMENT NO. 98-420 OF OFFICIAL RECORDS.

APN : 021-030-057-000

AREA : ±156 ACRES (MORE OR LESS)

LOT COUNT

COMPACT LOTS 52x80 (GREEN) - AVERAGE LOT SIZE = ±4,500 SF = 184 LOTS (30%) (102 NORTH + 82 SOUTH)

MEDIUM LOTS 55x100 (BLUE) - AVERAGE LOT SIZE = ±6,500 SF = 310 LOTS (57%) (155 NORTH + 155 SOUTH)

ESTATE LOTS 70x130 (PINK) - AVERAGE LOT SIZE = ±9,500 SF = 73 LOTS (13%) (73 NORTH + 0 SOUTH)

TOTAL LOTS = 547 LOTS - AVERAGE LOT SIZE = ±6,800 SF

MULTI FAMILY ±204 UNITS = ±27% OF TOTAL UNITS

PARK / OPEN SPACE

NUMBER OF PARKS = 4

AREA OF PARKS = 7.90 ACRES

TOTAL TRAIL AREA = 71,609 SQFT OR 1.64 ACRES

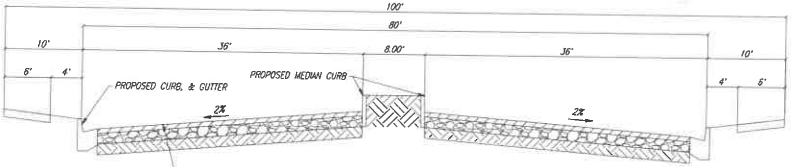
TOTAL AREA = 9.54 ACRES

SITE INFORMATION

GENERAL PLAN LAND USE DESIGNATION: RESIDENTIAL
EXISTING USE: AGRICULTURAL
EXISTING ZONING: PARKS AND RECREATION
NUMBER OF LOTS: 547
AVERAGE LOT AREA: ±5,940 SQ. FT.
DENSITY: ±4.81 UNITS PER ACRE
ASSESSOR'S PARCEL NUMBER: 021-030-057-000
SITE LOCATION: SOUTH EAST CORNER OF LACEY BOULEVARD AND 18TH AVENUE (LEMOORE AVENUE)
OWNER: ASSEMI GROUP INC.
1396 WEST HERNDON AVE. SUITE 101
FRESNO, CA 93711
559-445-9000

GENERAL NOTES

1. THERE ARE NO EXISTING STRUCTURES ON-SITE, BESIDES THE WELL ALREADY OWNED AND OPERATED BY THE CITY OF LEMOORE.
2. MEDIUM LOW DENSITY RESIDENTIAL AND OPEN SPACE IS INTENDED FOR THE PROPOSED TENTATIVE MAP.
3. ALL BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH CITY OF LEMOORE ZONING CODES.
4. ALL UTILITY SERVICES ARE PROPOSED TO BE PROVIDED BY THE FOLLOWING AGENCIES:
SANITARY SEWER CITY OF LEMOORE
STORM DRAINAGE CITY OF LEMOORE
DOMESTIC WATER CITY OF LEMOORE
FIRE PROTECTION CITY OF LEMOORE
ELECTRICITY PG&E
GAS PG&E
TELEPHONE AT&T
CABLE COMCAST
WASTE DISPOSAL CITY OF LEMOORE
5. TRACT MAP PROVIDES FOR BUILDINGS WITH SOUTHERN EXPOSURE FOR NATURAL HEATING DURING THE WINTER MONTHS, WITH AMPLE SPACE FOR DECIDUOUS SHADE TREES FOR NATURAL COOLING DURING THE SUMMER MONTHS.
6. PROPOSED STREET IMPROVEMENTS SHALL BE INSTALLED IN CONFORMANCE WITH CITY OF LEMOORE STANDARDS.
7. ALL PUBLIC UTILITIES (PG&E, TELEPHONE, CABLE, WATER AND SEWER) SHALL BE INSTALLED.
8. ALL IMPROVEMENTS PROPOSED (SEWER, WATER, STORM DRAIN, CURB, CUTTER, STREETLIGHTS, SIDEWALK, AND PERMANENT PAVEMENT) SHALL BE CONSTRUCTED TO CITY STANDARDS.
9. THIS TRACT IS NOT WITHIN 200 FEET OF ANY RAILROAD, FREIGHT OR EXPRESSWAY.



100' STREET CROSS SECTION

NOTES

1. 60" AND 80" TYPICAL STREET SECTIONS PER CITY STANDARDS No. P-14.

SCALE 1" = 150'
0 75 150 300

18TH AVENUE (LEMOORE AVE)

SHEET 2
LOTS 218-547

SHEET 3
LOTS 1-217

TENTATIVE MAP NO. 932

IN THE CITY OF LEMOORE, KINGS COUNTY, STATE OF CALIFORNIA
SURVEYED ON JANUARY 28TH, 2020
BY PRECISION CIVIL ENGINEERING, INC.

PLANNING & SURVEYING © CIVIL ENGINEERING
1334 O STREET, FRESNO, CALIFORNIA 93711
TEL: 559-449-4500 FAX: 559-449-4575
WWW.PRECISIONENGINEERING.COM



PROJECT TITLE: LACEY RANCH AREA MASTER PLAN

SHEET DESCRIPTION: TENTATIVE MAP

CITY OF: LEMOORE COUNTY OF: KINGS

PREPARED FOR: ASSEMI GROUP, INC.

1396 WEST HERNDON AVE. SUITE 101

FRESNO, CA 93711

559-445-9000

REVISIONS

LC 4-08-2020

DRAWN BY: JML
CHECKED BY: DY
DATE: 4/08/2020

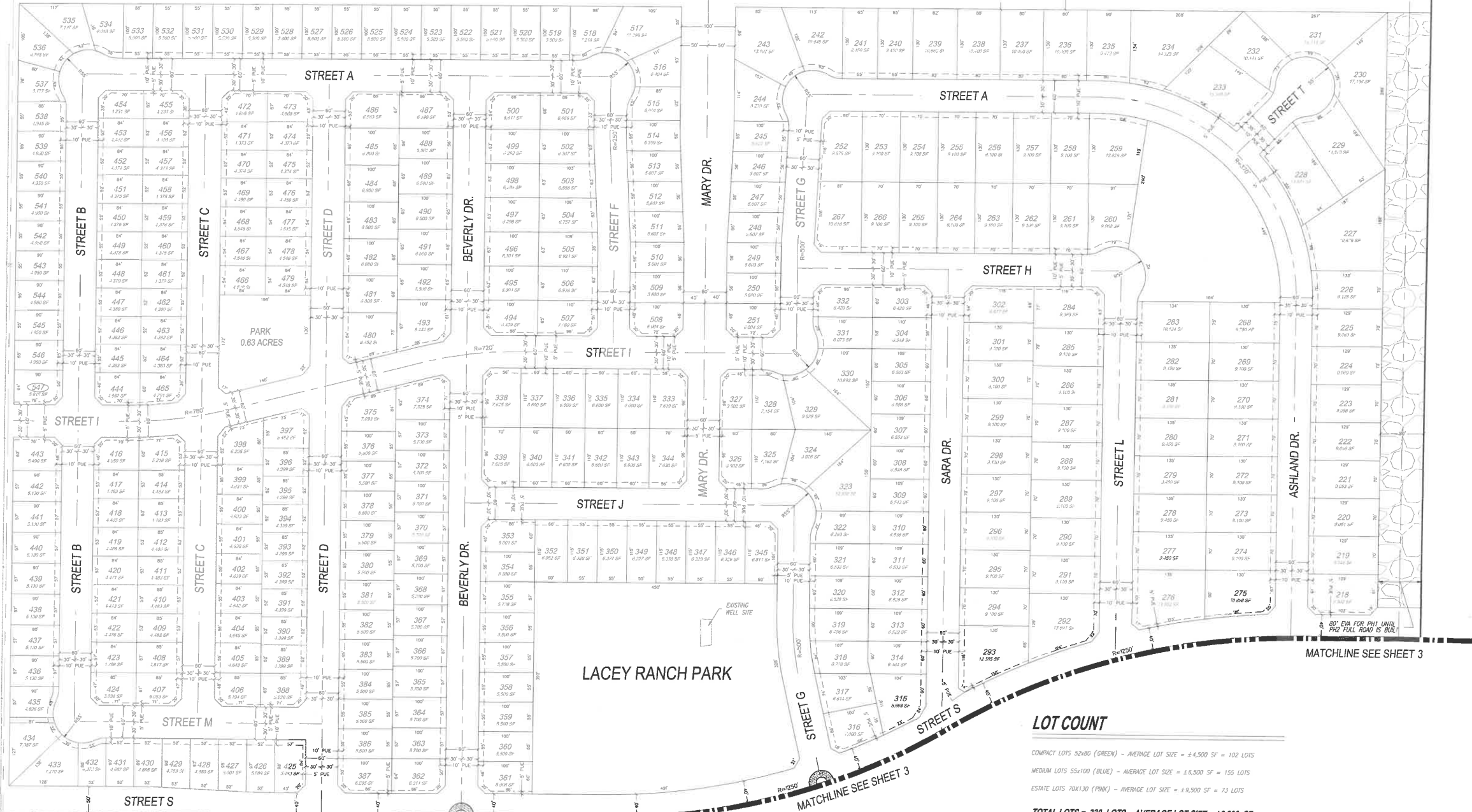


SHEET NUMBER: 2 OF 3

JOB NUMBER: 19-037

18TH AVENUE (LEMOORE AVE)

W. LACEY BLVD



LOT COUNT

COMPACT LOTS 52x80 (GREEN) - AVERAGE LOT SIZE = 4,500 SF = 102 LOTS
MEDIUM LOTS 55x100 (BLUE) - AVERAGE LOT SIZE = 5,500 SF = 155 LOTS
ESTATE LOTS 70x130 (PINK) - AVERAGE LOT SIZE = 9,100 SF = 73 LOTS

TOTAL LOTS = 330 LOTS - AVERAGE LOT SIZE = 5,680 SF

MULTI FAMILY = 0 UNITS

SCALE 1" = 100'

TENTATIVE MAP NO. 932

IN THE CITY OF LEMOORE, KINGS COUNTY, STATE OF CALIFORNIA
SURVEYED ON JANUARY 28TH, 2020
BY PRECISION CIVIL ENGINEERING, INC.

PLANNING & SURVEYING & CIVIL ENGINEERING
1334 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559.449.4500 FAX: 559.449.4555
WWW.PRECISIONENG.NET

PRECISION
CIVIL ENGINEERING, INC.

PROJECT TITLE: LACEY RANCH AREA MASTER PLAN

SHEET DESCRIPTION: TENTATIVE MAP

CITY OF: LEMOORE COUNTY OF: KINGS

PREPARED FOR: ASSEMI GROUP, INC.

1336 WEST HERNDON AVE, SUITE 101
FRESNO, CA 93711
559.445-9000

REVISIONS: LC 4-08-2020

DRAWN BY: JML
CHECKED BY: DY
DATE: 4/08/2020



SHEET NUMBER: 3 OF 3
JOB NUMBER: 19-037

18TH AVENUE (LEMOORE AVE)

7.26 AC MULTIFAMILY
20 UNIT/ACRE±

4.88 AC
MULTIFAMILY
12 UNIT/ACRE±

CITY OF
LEMOORE

4.39 AC BASIN

TRAILHEAD/PARK
1.65 ACRES

LOT COUNT

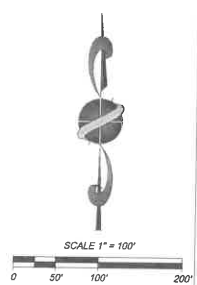
COMPACT LOTS 52x80 (GREEN) - AVERAGE LOT SIZE = ±4,500 SF = 62 LOTS

MEDIUM LOTS 55x100 (BLUE) - AVERAGE LOT SIZE = ±6,500 SF = 155 LOTS

ESTATE LOTS 70x130 (PINK) - AVERAGE LOT SIZE = ±9,500 SF = 0 LOTS

TOTAL LOTS = 217 LOTS - AVERAGE LOT SIZE = ±6,800 SF

MULTIFAMILY = ±204 UNITS



**June 15, 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; City Attorney Lerner; Police Chief Kendall; Public Works Director Rivera; Community Development Director Holwell; Management Analyst Champion; City Planner Brandt; Wastewater Chief Plant Operator Lopez; City Clerk Avalos.

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

None.

PUBLIC COMMENT

Jennifer Solis promoted Rockin' the Arbor. The first one is Friday, June 18th from 6:30 p.m. to 10:30 p.m. There will be food vendors, alcohol, music, and craft vendors.

Juventus Leon inquired when the improvements on Heritage Park will be completed. He noticed that a sidewalk is being built at the Golf Course. He keeps hearing that there is no money. He stated that he will be requesting reports. He stated that he is not a very patient person.

Lauren Doeter submitted a comment via email in regards to her water bill costs. She provided photos of her bills for her homes in Lemoore and Hanford to show the comparison of costs. She is requesting that the City Council place the item on an agenda to obtain feedback from the citizens.

Melvin Roman stated that he pays \$800 per year for the maintenance of the sidewalk and streets of his neighborhood. He stated that the landscaping gets worse by the day. He receives the same response from the City.

CEREMONIAL / PRESENTATION – Section 1

No Ceremonies / Presentations.

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

Public Works Director Rivera updated Council on end of fiscal year projects. Modified trash enclosures will be added in the alley behind Tadeo's restaurant. Striping and road reflector project on Iona between Lemoore Avenue and 19th Avenue. Diagonal parking will be added in downtown.

City Manager Olson informed Council that the Senior's Witness for Fitness met at the Recreation Center and the class will be starting back up. Week 2 of Day Camp. Soccer Camps are being ran every day.

CONSENT CALENDAR – Section 3

- 3-1 Approval – Minutes – Special Meeting – June 1, 2021
- 3-2 Approval – Minutes – Regular Meeting – June 1, 2021
- 3-3 Approval – Lease Agreement between the City of Lemoore and SGM, Inc. dba Sierra Golf Management, for Real Property located at 350 Iona Avenue in Lemoore
- 3-4 Approval – Resolution 2021-08 – Adopting a List of Projects for Fiscal Year 2021-2022 Funded by SB 1: The Road Repair and Accountability Act of 2017
- 3-5 Approval – Contract for Financial Consulting Services with Price Paige and Company for Fiscal Year 2021-2022

Motion by Council Member Gornick, seconded by Council Member Orth, to approve the Consent Calendar, except items 3-3, 3-4, and 3-5.

Ayes: Gornick, Orth, Chaney, Matthews, Lyons

- 3-3 Approval – Lease Agreement between the City of Lemoore and SGM, Inc. dba Sierra Golf Management, for Real Property located at 350 Iona Avenue in Lemoore

Motion by Council Member Orth, seconded by Council Member Gornick, to approve the Lease Agreement between SGM, Inc. dba Sierra Golf Management, for Real Property located at 350 Iona Avenue in Lemoore.

Ayes: Orth, Gornick, Chaney, Matthews, Lyons

- 3-4 Approval – Resolution 2021-08 – Adopting a List of Projects for Fiscal Year 2021-2022 Funded by SB 1: The Road Repair and Accountability Act of 2017

Motion by Mayor Pro Tem Matthews, seconded by Council Member Orth, to approve Resolution 2021-08, Adopting a List of Projects for Fiscal Year 2021-2022 Funded by SB 1: The Road Repair and Accountability Act of 2017.

Ayes: Matthews, Orth, Gornick, Chaney, Lyons

- 3-5 Approval – Contract for Financial Consulting Services with Price Paige and Company for Fiscal Year 2021-2022

Motion by Council Member Gornick, seconded by Mayor Pro Tem Matthews, to approve a Contract for Financial Consulting Services with Price Paige and Company for Fiscal Year 2021-2022

Ayes: Gornick, Matthews, Orth, Chaney, Lyons

PUBLIC HEARINGS – Section 4

- 4-1 Public Hearing – Resolution 2021-09 – Adopting the Budget for Fiscal Year July 1, 2021 to June 30, 2022, Providing For the Appropriation and Expenditure of all Sums Set Forth in said Budget, Providing for the Transfers and Additional Appropriations and Repealing all Resolutions and Parts of Resolutions in Conflict Herewith (Speer)

Public Hearing opened: 8:33 p.m.

*Spoke: Melvin Roman
Juventus Leon
Jennifer Solis*

Public Hearing closed: 8:49 p.m.

Motion by Council Member Gornick, seconded by Council Member Orth, to approve Resolution 2021-09, Adopting the Budget for Fiscal Year July 1, 2021 to June 30, 2022.

Ayes: Gornick, Chaney, Orth, Matthews, Lyons

4-2 Public Hearing – First Reading – Ordinance 2021-04 – Adopting Zoning Text Amendment 2021-01 (Brandt)

Public Hearing opened: 9:10 p.m.

No one spoke.

Public Hearing closed: 9:10 p.m.

Motion by Council Member Gornick, seconded by Mayor Pro Tem Matthews, to introduce and waive the first reading of Ordinance 2021-04, adopting Zoning Text Amendment 2021-01.

Ayes: Gornick, Matthews, Lyons

Noes: Orth, Chaney

4-3 Public Hearing – Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and Flavor Fusion, LLC. (Olson)

Motion by Council Member Gornick, seconded by Mayor Pro Tem Matthews, to continue the public hearing to July 6, 2021.

Ayes: Gornick, Matthews, Orth, Chaney, Lyons

4-4 Public Hearing – Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and Hold My Beer, LLC. (Olson)

Motion by Council Member Gornick, seconded by Mayor Pro Tem Matthews, to continue the public hearing to July 6, 2021.

Ayes: Gornick, Matthews, Orth, Chaney, Lyons

NEW BUSINESS – Section 5

5-1 Report and Recommendation – Memorandum of Understanding with General Association of Service Employees (GASE) beginning July 1, 2021 through June 30, 2022 (Speer)

Motion by Council Member Orth, seconded by Mayor Pro Tem Matthews, to approve the Memorandum of Understanding with General Association of Service Employees (GASE) beginning July 1, 2021 through June 30, 2022.

Ayes: Orth, Matthews, Gornick, Chaney, Lyons

- 5-2 Report and Recommendation – Memorandum of Understanding with Lemoore Police Officers Association (LPOA) beginning July 1, 2021 through June 30, 2022 (Speer)

Motion by Council Member Orth, seconded by Mayor Pro Tem Matthews, to approve the Memorandum of Understanding with Lemoore Police Officers Association (LPOA) beginning July 1, 2021 through June 30, 2022.

Ayes: Orth, Matthews, Gornick, Chaney, Lyons

- 5-3 Report and Recommendation – Memorandum of Understanding with Lemoore Police Sergeants Bargaining Unit (LPSBU) beginning July 1, 2021 through June 30, 2022 (Speer)

Motion by Council Member Orth, seconded by Mayor Pro Tem Matthews, to approve the Memorandum of Understanding with Lemoore Police Sergeants Bargaining Unit (LPSBU) beginning July 1, 2021 through June 30, 2022.

Ayes: Orth, Matthews, Gornick, Chaney, Lyons

- 5-4 Report and Recommendation – Memorandum of Understanding with Police Professional Services Bargaining Unit (PPSBU) beginning July 1, 2021 through June 30, 2022 (Speer)

Motion by Council Member Orth, seconded by Mayor Pro Tem Matthews, to approve the Memorandum of Understanding with Police Professional Services Bargaining Unit (PPSBU) beginning July 1, 2021 through June 30, 2022.

Ayes: Orth, Matthews, Gornick, Chaney, Lyons

- 5-5 Report and Recommendation – Resolution 2021-10 Approving Changes in Benefits for the Unrepresented Employees of the City (Speer)

Motion by Council Member Orth, seconded by Mayor Pro Tem Matthews, to approve Resolution 2021-10, Approving Changes in Benefits for the Unrepresented Employees of the City

Ayes: Orth, Matthews, Gornick, Chaney, Lyons

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

- 6-1 City Council Reports / Requests

Council Member Orth thanked City staff regarding budget and negotiations. He inquired about parking signs downtown, lighted stop signs for 19th avenue and a homelessness ordinance. Consensus was received to bring back a study session regarding homelessness ordinance.

Council Member Gornick requested an update on the home on 19th and Cedar. He stated that it is an eye sore.

Council Member Chaney attended the 100th year anniversary event at Lemoore Tire and Auto. The Hype Nutrition and Pasta Fresh are now open. He thanked the Assistant City Manager for the work she has done and her dedication.

Mayor Pro Tem Matthews agreed with fellow Council Members. She inquired about a map for the LLMD/PFMD maps, Flags downtown, and shade at the Skate Park.

City Manager Olson stated that Rockin' the Arbor has been cancelled due to the heat. Prop 68 funds were received for shade structures.

Mayor Lyons stated that on July 24th at Veteran's park, the LVFD will be having its 100th Anniversary celebration. Hamburgers and hot dogs will be provided. Thanked all the City staff for doing a good job.

ADJOURNMENT

At 9:30 p.m., Council adjourned.

Approved the 6th day of July 2021.

APPROVED:

Stuart Lyons, Mayor

ATTEST:

Marisa Avalos, City Clerk

**June 28, 2021 Minutes
Lemoore City Council
Special Meeting**

CALL TO ORDER:

At 10:00 a.m., the meeting was called to order.

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

City Staff and contract employees present: City Manager Olson; City Attorney Lerner; Police Chief Kendall; City Clerk Avalos.

NEW BUSINESS – Section 5

- 1-1 Report, Recommendation, and Action – Resolution 2021-11 – A Resolution of the Lemoore City Council Ratifying the Director of Emergency Services' Proclamation of the Existence of a Local Emergency, and the Related Declarations and Orders Therein. (Olson)

Motion by Council Member Orth, seconded by Council Member Gornick, to approve Resolution 2021-11, approving A Resolution of the Lemoore City Council Ratifying the Director of Emergency Services' Proclamation of the Existence of a Local Emergency, and the Related Declarations and Orders Therein.

*Ayes: Orth, Gornick, Chaney, Matthews
Absent: Lyons*

ADJOURNMENT

At 10:14 a.m., Council adjourned.

Approved the 6th day of July 2021.

APPROVED:

Stuart Lyons, Mayor

ATTEST:

Marisa Avalos, City Clerk



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

Staff Report

Item No: 3-3

To: Lemoore City Council

From: Steve Brandt, City Planner

Date: May 28, 2021

Meeting Date: July 6, 2021

Subject: Second Reading – Ordinance 2021-04 – Adopting Zoning Text Amendment 2021-01

Strategic Initiative:

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

Proposed Motion:

That the City Council conduct the second reading of Ordinance 2021-04, adopting Zoning Text Amendment No. 2021-01.

Subject/Discussion:

This proposal makes changes to the Lemoore Zoning Ordinance (Title 9). The proposal would allow the City to issue permits for certain commercial cannabis operations within the identified zones. Permits would be issued after the City Council and the operator agree to a Project Development Agreement. The Zoning Ordinance describes where the different types of commercial cannabis uses can be located. This proposed ordinance change would additionally allow commercial cannabis cultivation in the Agriculture (AG) zone and the Heavy Industrial (MH) zone, would allow commercial cannabis dispensaries in the MH zone, and would allow commercial cannabis manufacturing, distribution, and/or testing in the Professional Office (PO) zone and the MH zone.

The City of Lemoore has a Commercial Cannabis Ordinance, which allows commercial cannabis businesses that cultivate, deliver, distribute, test, or dispense cannabis products. Each type of business is specifically categorized and licensed by the State, similar to how the State categorizes the different types of alcohol sales through ABC licenses. The City Council has the authority to approve project development agreements

that would allow these uses. These project development agreements can only be approved in zones where the specific type of commercial operation is permitted. Currently, as shown in Table 9-4-B2, commercial cultivation is allowed in the ML zone and in the NC zone with a conditional use permit, commercial dispensaries are allowed in the DMX-1, DMX-2, MU, NC, RC, and ML zones. Commercial manufacturing, distribution, and/or testing is allowed in the ML zone.

This proposed ordinance change would additionally allow commercial cannabis cultivation in the Agriculture (AG) zone and the Heavy Industrial (MH) zone, would allow commercial cannabis dispensaries in the MH zone, and would allow commercial cannabis manufacturing, distribution, and/or testing in the Professional Office (PO) zone and the MH zone. The changes are shown in the table with red underlined and strikeout text.

TABLE 9-4B-2 (portion)
ALLOWED USES AND REQUIRED ENTITLEMENTS FOR BASE ZONING DISTRICTS

| Land Use/ Zoning District | Residential Zoning Districts | | | | | | | Special Purpose Zoning Districts | | | | Mixed Use Zoning Districts | | | Office, Commercial, And Industrial Zoning Districts | | | | | |
|---|------------------------------|------|-----|----|----------|-----|-----|-------------------------------------|---------------------------------------|----|----|-------------------------------|-----------------|-----------|--|-----------------|-----------------|---------------------------------------|-----------------|---------------------------------------|
| | AR | RVLD | RLD | RN | RL MD | RMD | RHD | W | AG | PR | CF | DMX- 1 | DMX -2 | DMX -3 | MU | NC | RC | PO | ML | MH |
| Cannabis commercial cultivation ²⁸ | N | N | N | N | N | N | N | N | N <u>p²⁸</u> | N | N | N | N | N | N | C ²⁸ | N | N | p ²⁸ | N <u>p²⁸</u> |
| Cannabis commercial dispensary ²⁸ | N | N | N | N | N | N | N | N | N | N | N | p ²⁸ | p ²⁸ | N | p ²⁸ | p ²⁸ | p ²⁸ | N | p ²⁸ | N <u>p²⁸</u> |
| Cannabis commercial manufacturing, distribution, and/or testing ²⁸ | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N <u>C²⁸</u> | p ²⁸ | N <u>p²⁸</u> |

28. Use is permitted as allowed by State law and as authorized in title 4, chapter 8 of the Municipal Code.

Environmental Assessment:

An EIR was prepared and certified for the Lemoore General Plan. Pursuant to Section 15183 of the CEQA Guidelines (14 Cal. Code Regs. §15183), environmental review for this project shall be limited to examination of any significant project-specific environmental effects not analyzed in the General Plan EIR. After reviewing the proposed action, staff has determined that there are no project-specific environmental effects peculiar to this project. There are no environmental effects that were not analyzed in the General Plan EIR. Also, there are no potentially significant off-site impacts and cumulative impacts which were not discussed in the General Plan EIR. Based on the above findings, CEQA requires no additional environmental review for the proposed Zoning Text Amendment, and as such the project is exempt from further CEQA review.

Financial Consideration(s):

Approval of the proposed changes could stimulate economic development in these sectors of the city.

Alternatives or Pros/Cons:

City Council can also choose to deny the proposal, meaning that the locations where cannabis uses could be located would not be extended to these new zones.

Commission/Board Recommendation:

The Planning Commission voted to recommend approval of the zoning text amendment after holding a public hearing on May 10, 2021. The resolution is attached.

Staff Recommendation:

City staff recommends conducting the second reading of Ordinance No. 2021-04, adopting Zoning Text Amendment No. 2021-01.

Attachments:

- ☐ Resolution:
- ☒ Ordinance: 2021-04
- ☐ Map
- ☐ Contract
- ☒ Other:

Review:

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

Date:

- 07/01/2021
- 07/02/2021
- 07/02/2021
- 07/01/2021
- 07/01/2021

Planning Commission Resolution 2021-08 recommending approval

ORDINANCE NO. 2021-04

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE
ADOPTING ZONING TEXT AMENDMENT 2021-01**

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

SECTION 1. FINDINGS.

- (a) City staff has requested a change to Table 9-4B-2 ALLOWED USES AND REQUIRED ENTITLEMENTS FOR BASE ZONING DISTRICTS in Section 9-4B-2 of the Lemoore Municipal Code.
- (b) The text amendment would add, as allowed uses, commercial cannabis cultivation in the Agriculture (AG) zone and the Heavy Industrial (MH) zone, would allow commercial cannabis dispensaries in the MH zone, and would allow commercial cannabis manufacturing, distribution, and/or testing in the Professional Office (PO) zone and the MH zone.
- (c) On May 10, 2021, the Planning Commission of the City of Lemoore recommended approval of the Zoning Text Amendment after holding a public hearing.
- (d) On June 15, 2021, the City Council of the City of Lemoore held a public hearing and introduced the Zoning Text Amendment.
- (e) Pursuant to California Environmental Quality Act (CEQA), it has been determined that this project is exempt from additional CEQA review pursuant to Section 15183 of the CEQA Guidelines because there are no potentially significant impacts that were not analyzed in the General Plan EIR.
- (f) The Zoning Text Amendment is consistent with the General Plan goals, policies, and implementation programs.

SECTION 2. AMENDMENT OF ZONING ORDINANCE TEXT

Table 9-4B-2 in Article “B” of Chapter 4 of Title 9 of the Lemoore Municipal Code, containing the ALLOWED USES AND REQUIRED ENTITLEMENTS FOR BASE ZONING DISTRICTS, is hereby amended to add uses as follows:

| Land Use/ Zoning District | Residential Zoning Districts | | | | | | | Special Purpose Zoning Districts | | | | Mixed Use Zoning Districts | | | Office, Commercial, And Industrial Zoning Districts | | | | | |
|---|------------------------------|------|-----|----|----------|-----|-----|-------------------------------------|---------------------------------|----|----|-------------------------------|-----------------|-----------|--|-----------------|-----------------|---------------------------------|-----------------|---------------------------------|
| | AR | RVLD | RLD | RN | RL MD | RMD | RHD | W | AG | PR | CF | DMX- 1 | DMX -2 | DMX -3 | MU | NC | RC | PO | ML | MH |
| Cannabis commercial cultivation ²⁸ | N | N | N | N | N | N | N | N | N P ²⁸ | N | N | N | N | N | N | C ²⁸ | N | N | P ²⁸ | N P ²⁸ |
| Cannabis commercial dispensary ²⁸ | N | N | N | N | N | N | N | N | N | N | N | P ²⁸ | P ²⁸ | N | P ²⁸ | P ²⁸ | P ²⁸ | N | P ²⁸ | N P ²⁸ |
| Cannabis commercial manufacturing, distribution, and/or testing ²⁸ | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N C ²⁸ | P ²⁸ | N P ²⁸ |

SECTION 3. 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 4. 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 15th day of June 2021 and was passed and adopted at a regular meeting of the City Council held on the 6th day of July, 2021 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

Marisa Avalos, City Clerk

Stuart Lyons, Mayor

RESOLUTION NO. 2021-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LEMOORE
RECOMMENDING APPROVAL OF ZONING TEXT AMENDMENT NO. 2021-01:
AN ORDINANCE AMENDING TABLE 9-4B-2 IN ARTICLE B OF CHAPTER 4 OF TITLE 9
OF THE LEMOORE MUNICIPAL CODE TO ADD CERTAIN COMMERCIAL CANNABIS ACTIVITIES
IN THE HEAVY INDUSTRIAL (MH) AND AGRICULTURE (AG) ZONES

At a Regular Meeting of the Planning Commission of the City of Lemoore duly called and held on May 10, 2021, at 7:00 p.m. on said day, it was moved by Commissioner Etchegoin, seconded by Commissioner Clement and carried that the following Resolution be adopted:

WHEREAS, on November 9, 2016, California citizens approved Proposition 64 allowing for recreational and personal use of cannabis in addition to compassionate medical use; and

WHEREAS, on January 1, 2018, the State of California began licensing commercial cannabis businesses for both medicinal and adult Cannabis use throughout the State, including cultivation, distribution, manufacturing, testing and dispensaries, among others; and

WHEREAS, on May 15, 2018, the City Council of the City of Lemoore adopted Ordinance No. 2018-03, amending the Municipal Code to permit and regulate the personal use of recreational and medical Cannabis in residential areas as required under State law; and

WHEREAS, this newly licensed commercial cannabis industry and related need to regulate the industry as a land use in the Zoning Ordinance is still evolving; and

WHEREAS, the proposed zoning text amendment is consistent with the Lemoore General Plan and there are no potentially significant impacts which were not discussed in the prior environmental impact report (EIR) prepared for the Lemoore General Plan; and

WHEREAS, the Lemoore Planning Commission held a duly noticed public hearing at a May 10, 2021, regular meeting.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lemoore, based on facts detailed in the May 10, 2021, staff report, which is hereby incorporated by reference, as well as the evidence and comments presented during the Public Hearing, recommends that the Lemoore City Council make the following findings regarding the proposed zoning text amendment and the California Environmental Quality Act (CEQA) compliance:

1. Pursuant to California Environmental Quality Act (CEQA), it has been determined that this project is exempt from additional CEQA review pursuant to Section 15183 of the CEQA Guidelines because there are no potentially significant impacts that were not analyzed in the General Plan EIR.
2. The zoning text amendment is consistent with the general plan goals, policies, and implementation programs.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lemoore recommends that the Lemoore City Council approve Zoning Text Amendment No. 2021-01, adopting amendments to Table 9-4B-2 in the City of Lemoore Municipal Code, as shown:

"In God We Trust"

TABLE 9-4B-2 (portion)
ALLOWED USES AND REQUIRED ENTITLEMENTS FOR BASE ZONING DISTRICTS

| Land Use/ Zoning District | Residential Zoning Districts | | | | | | | Special Purpose Zoning Districts | | | | Mixed Use Zoning Districts | | | Office, Commercial, And Industrial Zoning Districts | | | | | |
|---|------------------------------|------|-----|----|----------|-----|-----|-------------------------------------|-----------------|----|----|-------------------------------|-----------------|-----------|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| | AR | RVLD | RLD | RN | RL MD | RMD | RHD | W | AG | PR | CF | DMX- 1 | DMX -2 | DMX -3 | MU | NC | RC | PO | ML | MH |
| Cannabis commercial cultivation ²⁸ | N | N | N | N | N | N | N | N | N ²⁸ | N | N | N | N | N | N | C ²⁸ | N | N | P ²⁸ | N ²⁸ |
| Cannabis commercial dispensary ²⁸ | N | N | N | N | N | N | N | N | N | N | N | P ²⁸ | P ²⁸ | N | P ²⁸ | P ²⁸ | P ²⁸ | N | P ²⁸ | N ²⁸ |
| Cannabis commercial manufacturing, distribution, and/or testing ²⁸ | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N ²⁸ | P ²⁸ | N ²⁸ |

28. Use is permitted as allowed by State law and as authorized in title 4, chapter 8 of the Municipal Code.

Passed and adopted at a Regular Meeting of the Planning Commission of the City of Lemoore held on May 10, 2021, by the following votes:

AYES: Etchegoin, Clement, Brewer, Franklin, Dey, Meade

NOES:

ABSTAINING:

ABSENT: Nix

APPROVED:



Ron Meade, Chairperson

ATTEST:



Planning Commission Secretary



711 W Cinnamon • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003
Fire Department

Staff Report

Item No: 3-4

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: June 11, 2021

Meeting Date: July 6, 2021

**Subject: Mutual Aid Agreement between Commander Navy Region Southwest
Commanding Officer NAS Lemoore and City of Lemoore Volunteer Fire
Department**

Strategic Initiative:

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

Proposed Motion:

Approve the agreement between the City of Lemoore and the Lemoore Volunteer Fire Department Association and Commander Navy Region Southwest commanding officer NAS, Lemoore.

Subject/Discussion:

The Mutual Aid Agreement (MAA) is a cooperative agreement between the agencies to provide fire and emergency services mutually between Naval Air station Lemoore (NASL) and the City of Lemoore. The parties enter this MAA to provide for mutual response to emergencies when requested and within the scope of services provided by each Party's fire and emergency department. NASL Fire & Emergency Services and the City of Lemoore have been established as Mutual Aid partners since 1962. NASL's property is in proximity to the City of Lemoore and allows for mutual response to emergencies by each party when requested. This agreement will continue for a period of ten years from the effective date, with annual review by each party.

Financial Consideration(s):

Each Party to this agreement shall provide Workers' Compensation coverage as required by state or federal law, as applicable, for its own employees, without cost to the other party. Neither party shall be required to pay for salaries, other compensation nor shall employment benefits for the employees of the other party because of any work or services under this agreement in no way create an employment or independent contractor relationship between the parties or with one another's employees or representatives. No financial needs.

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

- The agreement allows for medical and firefighting assistance for City of Lemoore Volunteer Fire Department if and when needed
- Training Services also provided to Lemoore Volunteer Fire Department

Cons:

- None.

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends City Council approve the Mutual Aid Agreement between the City of Lemoore and Naval Air Station Lemoore.

Attachments:

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

Review:

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

Date:

- 07/01/2021
- 07/02/2021
- 07/02/2021
- 07/01/2021
- 07/01/2021



DEPARTMENT OF THE NAVY
COMMANDER NAVY REGION SOUTHWEST
750 PACIFIC HIGHWAY
SAN DIEGO CA 92132-0058

IN REPLY REFER TO:

Nr 3042-20210222-5491

CNRSW
3025
N3

**MUTUAL AID AGREEMENT
BETWEEN
COMMANDER NAVY REGION SOUTHWEST
COMMANDING OFFICER NAS LEMOORE CA
AND
CITY OF LEMOORE VOLUNTEER FIRE DEPARTMENT**

Subj: FOR THE PROVISION OF FIREFIGHTING ASSISTANCE

Ref: (a) 42 U.S.C. § 1856a
(b) 42 U.S.C. §§ 5121-5206, DoD 3025.1-M
(c) DoD Instruction 6055.06, DoD Fire and Emergency Services (F&ES) Program
(d) OPNAV Instruction 3440.17A
(e) OPNAV Instruction 11320.23G
(f) CNIC Instruction 4000.1C

1. Purpose. This Mutual Aid Agreement (Agreement or MAA) between Commander, Navy Region Southwest (CNRSW) and the City of Lemoore, Volunteer Fire Department, is for fire and emergency services mutually provided between Naval Air Station Lemoore (NASL) and the City of Lemoore. The Parties enter into this MAA to provide for mutual response to emergencies when requested and within the scope of services provided by each Party's fire and emergency services department.

2. Background. The lands or districts comprising The Parties' respective jurisdictions are close in proximity to one another. Each Party maintains equipment and personnel for the response and mitigation of emergency incidents occurring within areas under their respective jurisdictions. NASL Fire & Emergency Services and the city of Lemoore have been established as Mutual Aid partners since 1962. NASLs property is in proximity to the city of Lemoore and allows for mutual response to emergencies by each Party when requested.

3. Scope. In accordance with references (a) through (f), this Agreement covers the initial response by a Supporting Party's Fire and Emergency Services department. The Requesting Party is not required to reimburse the Supporting Party for actions taking place under this Agreement.

a. That the specific details of providing the services under the terms as specified in this Agreement shall be determined by the respective Fire Chiefs of the Parties. It is understood that all plans which deal with Fire Protection Services shall adhere as closely as practical to the "Nearest Available Unit" concept which forms the basis for this Agreement.

Subj: FOR THE PROVISION OF FIREFIGHTING ASSISTANCE

b. The territories covered by this Agreement (“Agreement Area”) are the City of Lemoore and the territory of NASL.

c. The Responding Party shall respond with the unit/s requested, provided such unit(s) is/are available and closer to the reported incident than available units of the requesting party. This Agreement is limited to fire resources assigned or otherwise located within the Agreement Area.

d. The Responding Party is not obligated to furnish any Fire Protection Services if apparatus, equipment, personnel, or any combination thereof is not available as determined by the Responding Party’s Fire Chief or his designated representative.

e. Both Parties agree to release the other Party’s resources at the earliest opportunity from any incident to which they respond.

f. Both Parties agree that any and all support provided under this agreement must be in accordance with their governing laws and regulations.

4. Agreement/Understanding.

a. The senior officer of one of the Party’s Fire Departments may request assistance under the terms of this Agreement from the other Party’s Fire Department, whenever he or she deems it necessary to make such a request.

b. Rendering assistance is not mandatory under this Agreement. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than the optimum number of personnel.

c. The request for and rendering of mutual aid will be provided in accordance with detailed operational plans and procedures developed by the Parties. The technical heads of each Party’s Fire Department will work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:

(1) The senior officer on duty of the Supporting Party will:

(a) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.

(b) Dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts in the judgment of the Supporting Party’s senior officer, without jeopardizing the resources of the Supporting Party’s mission.

(2) All plans that deal with fire protection services will adhere as closely as practical to the “nearest available unit” concept.

(3) The Requesting Party’s senior officer on duty will normally assume full charge of the operations at the scene of the fire or other emergency. Under procedures agreed to by the technical

Subj: FOR THE PROVISION OF FIREFIGHTING ASSISTANCE

Heads of the Parties involved, a Supporting Party's senior officer on duty may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.

(4) The Parties agree to use each entity's radio bandwidths assigned to them by the Federal Communications Commission (FCC) for interoperability functions during mutual aid assistance and training.

d. The Supporting Party will try to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched to support the request.

e. Personnel Protective Equipment (PPE). Each Party shall provide its personnel with approved PPE suitable for the assignment. All PPE shall meet all Occupational Safety and Health Administration (OSHA) Standards. All personnel must respond with their approved PPE.

f. Under reference (a), the Parties waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

g. Third Party Claims. If any claims for injury to person are asserted against a Party that arise or are alleged to arise out of the negligent or wrongful acts or omission of the United States Department of Navy or its officers, employees or agents in connection with the performance of or failure to perform the obligations of the Agreement; the liability of the United States shall be determined, processed and adjudicated in accordance with the provisions of the Federal Tort Claims Act.

h. Nothing in this Agreement is intended by the parties to diminish, waiver or otherwise affect the privileges and immunities conferred upon the Parties by operations of law.

i. Each Party to this Agreement shall provide Workers' Compensation coverage as required by state or federal law, as applicable, for its own employees, without cost to the other Party. Neither Party shall be required to pay for salaries, other compensation or employment benefits for the employees of the other Party because of any work or services performed pursuant to this Agreement. The Parties agree that performance of work or services under this Agreement shall in no way create an employment or independent contractor relationship between the Parties or with one another's employees or representatives.

5. Emergency Assistance. Independent of, and in addition to, any provisions of this Agreement, Naval Air Station Lemoore (NASL) is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DoD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206, DoD 3025.1-M, Manual for Civil Emergencies.

6. Definitions. Unless the particular provision or context otherwise requires, the definitions contained in this section shall govern the construction, meaning and application of words used in this Agreement.

a. Emergency Medical Service: Basic life support service, including paramedic service.

Subj: FOR THE PROVISION OF FIREFIGHTING ASSISTANCE

b. Emergency Response: Immediate response and use of red lights and siren by responding units.

c. Fire Protection Services: Firefighting capacity to contain, control and extinguish fires; the mitigation of fire-related hazards; and emergency medical services.

d. Incident Commander: The person in overall command at the incident as defined in the National Incident Management System.

e. Mutual Aid: The request of resources based on the needs determined by the managers of the incident and subject to authorization by the Supporting Party for each request.

f. Nearest Available Fire Unit: The available fire apparatus of the appropriate type closest in dispatch and response time to the scene of the incident. Both parties agree to continuously strive to minimize unnecessary response delays to ensure that the integrity of the nearest available fire unit deployment strategy is achieved and maintained.

g. Requesting Party: Any Party to this Agreement that requests support for Fire Protection or Emergency services within its jurisdiction.

h. Supporting Party: Any Party to this Agreement that receives a request for Fire Protection or Emergency Services within the jurisdiction of the Requesting Party.

7. Training.

a. Whenever either Party hosts fire protection training (Host Department) it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party (Guest Department).

b. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate.

c. The Guest Department will be solely responsible for the payment of any and all costs necessary for their personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.

d. The Guest Department must ensure that its members observe all training rules, regulations and guidelines provided by the Host Department. Neither Party will hold the other Party liable or at fault for damage or injury incurred during joint training activities.

e. The Host Department reserves the right to deny training to any member who does not meet the prerequisites to attend the training.

8. Modification. The parties may amend this Agreement by mutual written consent of all parties, and will be recorded and published as addenda to this agreement.



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

Staff Report

Item No: 4-1

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: June 2, 2021

Meeting Date: July 6, 2021

Subject: Public Hearing – Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and Flavor Fusion, LLC.

Strategic Initiative:

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

Proposed Motion:

Conduct a public hearing and accept public comment on the consideration of a Project Development Agreement (PDA) and a Cannabis Regulatory Permit proposed by and between the City of Lemoore and Flavor Fusion, LLC. (Developer). Authorize City Manager, or designee, to sign PDA and issue Cannabis Regulatory Permit.

Subject/Discussion:

Staff has been negotiating with the Developer to enter into a Project Development Agreement for cannabis activities outlined in the PDA. These include, delivery, manufacturing, distribution and tasting/consumption lounge.

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

The California Environmental Quality Act (CEQA) process will be completed during the City site plan review.

Financial Consideration(s):

Flavor Fusion, LLC will be responsible for an annual revenue raising fee for the privilege of having the right to conduct a commercial cannabis operation in the City. The revenue raising shall be:

- Delivery: 5% of gross receipts.
- Manufacturing: 1% of gross receipts not to exceed \$45,000 per annum.
- Distribution: 1% of gross receipts
- Consumption Lounge: 5% of gross receipts.

Alternatives or Pros/Cons:

Pros:

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

Cons:

- Public perception

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends conducting a public hearing, accept public comment and direct City Manager, or designee, to sign the Project Development Agreement and issue a Cannabis Regulatory Permit proposed by and between the City of Lemoore and Flavor Fusion, LLC.

Attachments:

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

List: Project Development Agreement

Review:

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

Date:

06/08/2021
07/02/2021
07/02/2021
06/04/2021
06/07/2021

PROJECT DEVELOPMENT AGREEMENT

CITY OF LEMOORE

AND

FLAVOR FUSION INC.

PROJECT DEVELOPMENT AGREEMENT

This Disposition and Development Agreement (“**Agreement**”) is entered into Effective July 6, 2021 (“**Effective Date**”) between the City of Lemoore, a California charter city (“**City**”) and Flavor Fusion Inc, a California corporation engaging in the manufacture and distribution of Cannabis Beverages, here after called (“**Business Operator**”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. The Business Operator is the prospective tenant of a building under construction on certain real property (collectively “**Property**”) at, Lemoore, California (APN 024-051-017-0004), and more particularly described in **Exhibit “A”** to this Agreement. The Property is designated Light Industrial (ML) pursuant to the City of Lemoore 2030 General Plan, and is zoned Light Industrial (ML), consistent with this General Plan designation.

B. (i) Business Operator proposes to Lease the property for the purpose of commercial cannabis business. Flavor fusion Inc is the Licensed manufacturer of Ray’s lemonade, will engage in Beverage and edible manufacturing, distribution, onsite consumption, and Home delivery. This business enterprise herein shall be the (“Project”) in accordance with California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (“**MAUCRSA**” or the “**Act**”), as well as City’s Ordinance No. 2019-03 (“**Ordinance**”), as set forth in the City’s Municipal Code.

C. This Agreement is contingent on Business Operator, obtaining a commercial cannabis regulatory permit (“**Regulatory Permit**”) pursuant to the Ordinance.

D. Business Operator represents that its principals are experienced Business Operators and/or Business Operators of commercial cannabis operations or have otherwise contracted with experienced commercial Business Operators, contractors, and other professionals for the purposes of developing the Project on the Property. Business Operator acknowledges that it be responsible for all improvements to the Property necessary for the Project.

E. Business Operator represents its intention to use reasonable efforts to hire City residents to work in its commercial cannabis operations, and City encourages Business Operator to hire locally.

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

I. **Development of Property.** Business Operator proposes to lease and operate the Property for a Commercial Cannabis Operation to the extent commercially reasonable and as allowed under MAUCRSA and the Ordinance, which includes (i) Manufacturing, (ii) cannabis distribution and

(iii) home delivery, (v) onsite consumption, such as a tasting room or other consumption lounge. For this to happen, City must approve a Regulatory Permit. The exact Commercial Cannabis Operation to be approved for the Property will be determined during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement.

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

III. **Representations.** Business Operator represents and warrants that Business Operator, and/or principal members of Business, is/are an experienced Business Operators and Business Operators of commercial properties with experience in cannabis operations, or has otherwise contracted with experienced commercial Businesses, and/or other professionals for the purpose of developing the Cannabis Beverage business. The qualifications and identity of Business Operator and Business Operator's contractors are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Business Operator. City has considered and relied upon Business Operator's representations and warranties in entering into this Agreement.

IV. **Fees.** the Business Operator shall, after obtaining Regulatory permits, pay to City the following fees:

- A. An annual cannabis license fee of Twelve thousand, eight hundred and sixty dollars (\$12,860) ("**Annual License Fee**") paid by the Business Operator to the City at the time of issuance of the Regulatory License and annually thereafter on each calendar year. This fee is for the project property (APN 024-051-017-0004), and each tenant shall pay their pro rata share of this fee.
- B. Gross Sales, as used herein, shall mean the aggregate gross amount of all sales of merchandise made and all charges for services performed on the Property, whether wholesale or retail, and whether cash or credit, and including the value of all non-monetary consideration received for any of the foregoing, and all amounts received by Commercial cannabis Business from conducting business from the Property, including, without limitation, all display fees, slotting allowances, promotional considerations, rebates or other payments received by Commercial cannabis Business to stock, promote or advertise any product, *less* (a) cash refunds or credit for merchandise returned if the price of such merchandise was originally included in Gross Sales; (b) the amount of sales tax and excise tax to the extent included in Gross Sales; (c) the amount of any public improvement fees (PIF), tax increment financing (TIF) revenues and any similar fees or revenue, to the extent included in Gross Sales, (d) the

amount of any governmental rebates; and (e) the amount of sales representing uncollectible checks or uncollectible credit or charge accounts provided, however, any amounts subsequently collected shall be included in Gross Sales. Merchandise transferred from the Property to other stores of Commercial cannabis Business or merchandise returned for credit to distributors shall not be included in determining Gross Sales. All sales on credit shall be included in computing the Gross Sales, notwithstanding that part of the money's receivable thereunder by Tenant or any subtenant, licensee or concessionaire shall not then have been actually received.

- C. Home Delivery- Fee, (**“Revenue Raising Fee”**): Is An operational and use fee in an amount equal to five percent (5%) of the **“Gross Sales”** received by Business Operator from delivery transactions on the Property (**“Revenue Raising Fee”**) .
- D. Manufacturing - Is A fee paid at issuance of occupancy permit in the amount of 1% of gross sales up to a maximum of Forty-Five Thousand Dollars (\$45,000) and annually thereafter.
- E. Cannabis Distribution – is a 1% fee paid on the Gross Sales, from Cannabis business to another Cannabis Business. For example: Flavor Fusion holds both a manufacturing and distribution permit. These two activities are “one business” and is subject to the 1% fee only when the product is sold to another business. The action of moving the product from manufacturing to be distributed to a retail store, does not trigger a 1% fee internally but only when it gets delivered to the retailer.
- F. Tasting room or consumption lounge – consumed on site 5% of Gross sales.
- G. If more than one commercial cannabis operation operates on the Property, whether within a single building or multiple buildings, each Regulatory Permit holder shall be responsible for paying the Revenue Raising Fee and its pro rata share of the Annual License Fee. The Revenue Raising Fee shall be payable, in not less than quarterly installments, with the first quarterly payment due prior to issuance of a certificate of occupancy. All quarterly payments shall be received by the City before within thirty (30) days of the end of each calendar quarter.
- H. If the City subsequently adopts a tax on commercial cannabis operations and that tax is approved by the voters, this fee structure described herein be used until the end of the term, at which time the Business Operator or Commercial cannabis Business shall pay the tax in lieu of the Revenue Raising Fee and the Annual License Fee once the City begins to collect the tax revenue.
- I. The requirements of this Section shall be a recorded covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property. The covenants shall expire on the expiration or earlier termination of this Agreement.

J. **MOST FAVORED NATION CLAUSE.** If the City enters into a Project Development Agreement, or any other agreement, with a commercial cannabis operator, or enacts a cannabis tax structure that has terms and conditions related to fees that are more favorable in the aggregate to that operator than the terms and conditions contained herein, City shall amend this Agreement to provide for the payment of fees by Developer that are the same as those fees agreed to be paid by the new commercial cannabis operator.

V. **Local Contractors.** To the extent practical, Business Operator will use reasonable efforts to hire construction/remodel contractors for the Property that are based within the City of Lemoore or whose work force is made up of a significant number (e.g., 30%) of residents of the City of Lemoore.

VI. **Community Outreach Manager/Chamber of Commerce.** At all times, Business Operator shall designate an employee as Community Outreach Manager who shall work in a liaison capacity with local businesses and civic and social organizations to address any issues that may arise between Business Operator and such entities and to general work in cooperation with such groups and the City toward the betterment and enhancement of a clean, safe, attractive and community environment within the City. The Community Outreach Manager shall join and remain active in the Lemoore Chamber of Commerce.

VII. **Advisory Committee.** For the first three (3) years after the commencement of business operations on the Property, Business Operator will form and maintain a Community Advisory Committee made up of the Community Outreach Manager, referenced in Section VI above and two (2) City residents and/or City employees selected by the Business Operator. The Committee shall meet as necessary but not less than once per quarter to discuss and, if warranted, make recommendations in the maintenance or improvement of relations between Business Operator, the City and City residents and patrons.

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

VI. **Business Operator's Indemnity.**

a. **Commercial Cannabis Operations.** Any permitted Commercial cannabis Business operating in this development shall defend, indemnify, assume all responsibility for, and hold City

and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Business Operator, Business Operator's tenants, subtenants, licensees, contractors and employees ("Business **Parties**") in connection with the commercial cannabis operation conducted on the Property after the issuance of the Regulatory Permit ("**Cannabis Claims**"). Commercial cannabis Business's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

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

VII. Restrictions on Transfer.

a. Property has already closed

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

c. Business Operator has the absolute right to sell the business and or solicit investors into the business and or acquire financing as the Business Operator may choose. Should the business be sold, all the rights and responsibilities under this agreement shall be transferred with the ownership to the new business owner and the successor party shall execute and deliver to City an assumption agreement in a form reasonably approved by the City assuming such obligations. Such approval shall not be unreasonable withheld

VIII. **Defaults and Remedies.** Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein, following notice and failure to cure as described hereafter, constitutes a “**Default**” under this Agreement. A party claiming a Default shall give written Notice of Default (“**Notice**”) to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy.

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

IX. **General Provisions.**

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

To City: Nathan Olson
City Manager
City of Lemoore
711 W. Cinnamon Drive
Lemoore, CA 93245
Tel: (559) 924-6744 ext. 700
Email: citymanager@lemoore.com

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

To Business Operator: _____
Flavor Fusion Inc

111 East Lincoln Rd #6 _____
Spokane WA 99208 _____
Tel: (509____) _999__-2809____
Fax: (509____) 468____- _0143____
Email: athdan@gmail.com

With a copy to: _____

Attn: Thomas D. Green
P.O. Box P.O. Box 3835
San Luis Obispo, California 93403-3835
Tel: (805) 543-0990
Fax: (805) 543-0980
Email: green@ammcglaw.com

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

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

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

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

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

and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

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

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

H. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

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

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

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

L. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or

appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

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

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

O. Term. The term of this Agreement ("Term") shall be for a period of Twenty Five (25) years commencing on the Effective Date. Notwithstanding anything to the contrary herein, the Term shall be automatically be extended one (1) additional period of twenty five (25) years after the initial expiration date unless either party gives written notice of intent to terminate to the other party. The notice of intent to terminate shall be given no more than 12 months and no less than 6 months prior to the expiration of the initial Term.

IN WITNESS WHEREOF, the City and the Business Operator have executed this Disposition and Development Agreement as of the date set forth above.

Hold My Beer, LLC

_____, Manager

Date: July _____

CITY OF LEMOORE

_____, City Manager

Date: _____

ATTEST:

_____, City Clerk

Date: _____

DRAFT

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARCEL

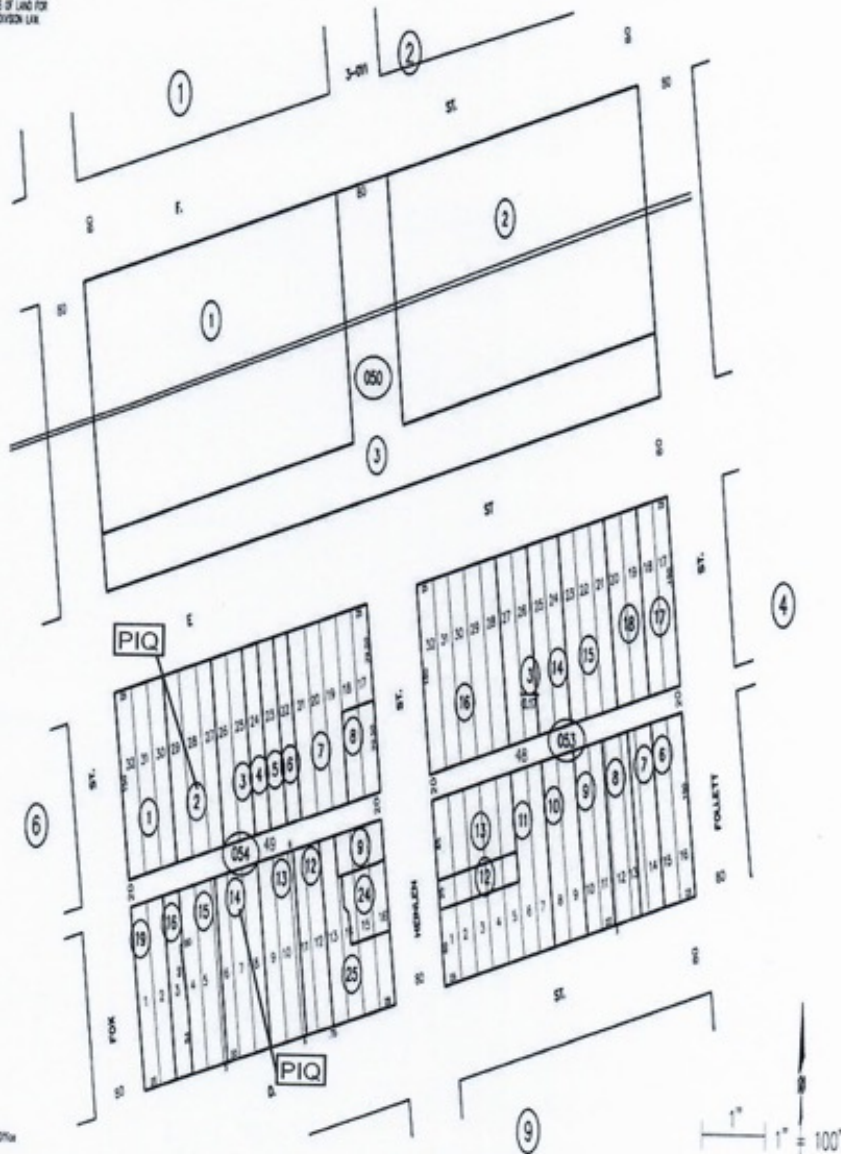
[See Attached]

DRAFT

KINGS COUNTY ASSESSOR'S MAP

20-05

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
IT IS NOT TO BE CONSIDERED AS PORTENDING
LEGAL DIVERSITY OF DIVISIONS OF LAND FOR
PURPOSES OF ZONING OR SUBDIVISION LAW
JANUARY 2002



Copyright © 1997, Kings County Assessor's Office
All rights reserved

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



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

Staff Report

Item No: 4-2

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: June 2, 2021

Meeting Date: July 6, 2021

Subject: Public Hearing – Project Development Agreement and Cannabis Regulatory Permit between the City of Lemoore and Hold My Beer, LLC.

Strategic Initiative:

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

Proposed Motion:

Conduct a public hearing and accept public comment on the consideration of a Project Development Agreement (PDA) and a Cannabis Regulatory Permit proposed by and between the City of Lemoore and Hold My Beer, LLC. (Developer). Authorize City Manager, or designee, to sign PDA.

Subject/Discussion:

Staff has been negotiating with the Developer to enter into a Project Development Agreement for a three (3) acre site that will be home to Flavor Fusion and future tenants. The developer seeks to construct facilities on each of the three acres; one facility dedicated to Flavor Fusion, and the other two acres built out to accommodate future tenants. The Developer believes that building out additional space will help attract other businesses to the City of Lemoore. Any future tenant desiring to perform cannabis operations would be required to go through the process of background checks and enter into a Project Development Agreement, approved by City Council, in order to operate.

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

The California Environmental Quality Act (CEQA) process will be completed during the City site plan review.

Financial Consideration(s):

Hold My Beer, LLC Lessee will be responsible for an annual revenue raising fee for the privilege of having the right to conduct a commercial cannabis operation in the City. The revenue raising fee shall be a minimum annual fee:

Cultivation:

- Six dollars (\$6.00) per square foot for the first 25,000 square feet;
- Three dollars (\$3.00) per square foot for the next 25,001 to 50,000 square feet;
- Two dollars (\$2.00) per square foot for next 450,000 square feet;
- One dollar (\$1.00) per square foot for any additional square feet of cultivation.

Manufacturing:

- One percent (1%) gross receipts with a maximum of \$45,000

Distribution:

- One percent (1%) of gross receipts and

Other:

- Five percent (5%) of gross receipts for all other activities.

Alternatives or Pros/Cons:

Pros:

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

Cons:

- Public perception

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends conducting a public hearing, accept public comment and direct City Manager, or designee, to sign the Project Development Agreement and issue a Cannabis Regulatory Permit proposed by and between the City of Lemoore and Hold My Beer, LLC.

Attachments:

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

Review:

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

Date:

06/08/2021
07/02/2021
07/02/2021
06/06/2021
07/01/2021

List: Project Development Agreement

PROJECT DEVELOPMENT AGREEMENT

CITY OF LEMOORE

AND

HOLD MY BEER, LLC

PROJECT DEVELOPMENT AGREEMENT

This Disposition and Development Agreement (“**Agreement**”) is entered into Effective July 6, 2021 (“**Effective Date**”) between the City of Lemoore, a California charter city (“**City**”) and Hold My Beer, LLC, a California limited liability company (“**Developer**”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. Developer is the owner of certain real property (collectively “**Property**”) at , Lemoore, California (APN 024-051-017-0004), and more particularly described in **Exhibit “A”** to this Agreement. The Property is designated Light Industrial (ML) pursuant to the City of Lemoore 2030 General Plan, and is zoned Light Industrial (ML), consistent with this General Plan designation. All agreements and terms herein that are applicable to this property are also applicable to any parcel “divided from” or “attached to” (APN 024-051-017-0004) which is created by subdivisions, lot line adjustments or other legal means and whether or not the new parcels have the same APN.

B. (i) Developer proposes to develop on the property for the purpose of leasing commercial space to multiple cannabis Businesses. These will include Flavor fusion Inc the Licensed manufacturer of Ray’s lemonade, and may also include: any manufacturing type 1, manufacturing type 2, distribution, micro-business, onsite consumption, testing laboratory, transporter and, indoor cultivation Type 1A . This real estate development together with the pre-approved uses and with the tax rates listed herein shall be the (“**Project**”) in accordance with California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (“**MAUCRSA**” or the “**Act**”), as well as City’s Ordinance No. 2019-03 (“**Ordinance**”), as set forth in the City’s Municipal Code.

(ii) Future tenants desiring to operate these cannabis businesses shall be “approved” for the listed business activities on this property according to the terms herein and shall be afforded all the benefits and obligations including the fees and tax rates provided for herein.

C. This Agreement is contingent on Flavor Fusion Inc, and/or any future tenant obtaining a commercial cannabis regulatory permit (“**Regulatory Permit**”) pursuant to the Ordinance.

D. Developer represents that its principals are experienced developers and/or operators of commercial cannabis operations or have otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Property. Developer acknowledges that it be responsible for all improvements to the Property necessary for the Project.

E. Developer represents its intention to use reasonable efforts to hire City residents to work in its construction of commercial cannabis operations, and City encourages Developer to hire locally.

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

I. **Development of Property.** Developer proposes to develop and operate the Property for a Commercial Cannabis Operation to the extent commercially reasonable and as allowed under MAUCRSA and the Ordinance, which includes (i) Manufacturing type 1 (ii) Manufacturing type 2, (iii) cannabis distribution and (iv) home delivery, (v) micro-business, (vi) onsite consumption, such as a tasting room or other consumption lounge (vii) testing laboratory, (viii) and indoor cultivation, Retail sales (if/when any more stores are allowed). For this to happen, City must approve a Regulatory Permit. The exact Commercial Cannabis Operation to be approved for the Property will be determined during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement. Developer is requesting pre-approval of murals on side of building consistent with Lemoore Municipal Code 9-5F-5.

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

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

IV. **Fees.** The tenants of the Developer shall, after obtaining Regulatory permits for their respective businesses, be afforded all the benefits and obligations including the fees and tax rates provided for herein and pay to City the following fees:

- A. An annual cannabis license fee of Twelve thousand, eight hundred and sixty dollars (\$12,860) ("**Annual License Fee**") paid by the Commercial cannabis Business to the City at the time of issuance of the Regulatory License and annually thereafter on each calendar year. This fee is for the project property (APN 024-051-017-0004), and each tenant shall pay their pro rata share of this fee.

- B. Gross Sales, as used herein, shall mean the aggregate gross amount of all sales of merchandise made and all charges for services performed on the Property, whether wholesale or retail, and whether cash or credit, and including the value of all non-monetary consideration received for any of the foregoing, and all amounts received by Commercial Cannabis Business from conducting business from the Property, including, without limitation, all display fees, slotting allowances, promotional considerations, rebates or other payments received by Commercial Cannabis Business to stock, promote or advertise any product, *less* (a) cash refunds or credit for merchandise returned if the price of such merchandise was originally included in Gross Sales; (b) the amount of sales tax and excise tax to the extent included in Gross Sales; (c) the amount of any public improvement fees (PIF), tax increment financing (TIF) revenues and any similar fees or revenue, to the extent included in Gross Sales, (d) the amount of any governmental rebates; and (e) the amount of sales representing uncollectible checks or uncollectible credit or charge accounts provided, however, any amounts subsequently collected shall be included in Gross Sales. Merchandise transferred from the Property to other stores of Commercial Cannabis Business or merchandise returned for credit to distributors shall not be included in determining Gross Sales. All sales on credit shall be included in computing the Gross Sales, notwithstanding that part of the monies receivable thereunder by Tenant or any subtenant, licensee or concessionaire shall not then have been actually received.
- C. Home Delivery- Fee: Is An operational and use fee in an amount equal to five percent (5%) of the **“Gross Sales”** received by ~~Developer~~ Commercial cannabis Business from delivery transactions on the Property (**“Revenue Raising Fee”**) .
- D. Manufacturing Type 1 and Type 2- Is A fee paid at issuance of occupancy permit in the amount of 1% of gross sales up to a maximum of Forty-Five Thousand Dollars (\$45,000) and annually thereafter.
- E. Cannabis Distribution – is a 1% fee paid on the Gross Sales, from Cannabis business to another Cannabis Business. For example: Flavor Fusion holds both a manufacturing and distribution permit. These two activities are “one business” and is subject to the 1% fee only when the product is sold to another business. The action of moving the product from manufacturing to be distributed to a retail store, does not trigger a 1% fee internally but only when it gets delivered to the retailer.
- F. Tasting room or consumption lounge – consumed on site 5% of Gross sales
- G. Micro business – no addition fees beyond the listed fees here
- H. Testing Laboratory - no fee
- I. Cultivator indoor – 0-25000 sq.ft= \$6/sq ft., 25,001-50,000= \$3/sq ft. 50,001-500,000 sq ft= \$2/sq ft. greater than 500,000 sq ft= \$1/sq ft.

- J. Retail Stores – This activity is currently limited to two stores in Lemoore, However, if that restriction is removed, this is an approved site for a retail store, contingent on any future tenant, first obtaining a commercial cannabis regulatory permit (“**Regulatory Permit**”) pursuant to the Ordinance. The fee for this activity is 5% of gross sales.
- K. If more than one commercial cannabis operation operates on the Property, whether within a single building or multiple buildings, each Regulatory Permit holder shall be responsible for paying the Revenue Raising Fee and its pro rata share of the Annual License Fee. The Revenue Raising Fee shall be payable, in not less than quarterly installments, with the first quarterly payment due prior to issuance of a certificate of occupancy. All quarterly payments shall be received by the City before within thirty (30) days of the end of each calendar quarter.
- L. If the City subsequently adopts a tax on commercial cannabis operations and that tax is approved by the voters, This fee structure described herein be used until the end of the term, at which time the Developer or Commercial Cannabis Business shall pay the tax in lieu of the Revenue Raising Fee and the Annual License Fee once the City begins to collect the tax revenue.
- M. The requirements of this Section shall be a recorded covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property. The covenants shall expire on the expiration or earlier termination of this Agreement.
- N. INSERT MOST FAVORED NATION CLAUSE HERE
- V. **Local Contractors.** To the extent practical, Developer will use reasonable efforts to hire construction/remodel contractors for the Property that are based within the City of Lemoore or whose work force is made up of a significant number (e.g. 30%) of residents of the City of Lemoore. Nothing in this section V. shall be construed to require Developer to accept a bid from a contractor that is more than five percent (5%) higher than the lowest bid received for the same or similar work.
- VI. **Community Outreach Manager/Chamber of Commerce.** At all times, Developer shall designate an employee as Community Outreach Manager who shall work in a liaison capacity with local businesses and civic and social organizations to address any issues that may arise between Developer and such entities and to general work in cooperation with such groups and the City toward the betterment and enhancement of a clean, safe, attractive and community environment within the City. The Community Outreach Manager shall join and remain active in the Lemoore Chamber of Commerce.
- VII. **Advisory Committee.** For the first three (3) years after the commencement of business operations on the Property, Commercial Cannabis Business will form and maintain a Community Advisory Committee made up of the Community Outreach Manager, referenced in Section VI

above and two (2) City residents and/or City employees selected by the Commercial Cannabis Business. The Committee shall meet as necessary but not less than once per quarter to discuss and, if warranted, make recommendations in the maintenance or improvement of relations between Commercial Cannabis Business, the City and City residents and patrons.

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

VI. **Developer's Indemnity.**

a. **Commercial Cannabis Operations.** Any permitted Commercial Cannabis Business operating in this development shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees ("**Developer Parties**") in connection with the commercial cannabis operation conducted on the Property after the issuance of the Regulatory Permit ("**Cannabis Claims**"). Commercial Cannabis Business's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

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

VII. **Restrictions on Transfer.**

~~City Approval Prior to Closing. Prior to acquisition of the Property, Developer shall not transfer this Agreement or any of Developer's rights hereunder, directly or indirectly, voluntarily or by operation of law, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any assignment by Developer of its rights hereunder, City shall consider factors such as (a) the financial strength and capability of the proposed assignee to perform Developer's obligations hereunder; and (b) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.~~

- a. Assignee Obligations. In the absence of specific written agreement by City, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.
- b. Developer has the absolute right to sell the property and or solicit investors in the property and or aquire real estate loans or other financing as the developer may choose. Should the property be sold, all the rights and responsibilities under this agreement shall be transferred with the title to the new property owner and the successor party shall execute and deliver to City an assumption agreement in a form reasonably approved by the City assuming such obligations. Such approval shall not be unreasonable withheld

VIII. Defaults and Remedies. Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein, following notice and failure to cure as described hereafter, constitutes a **"Default"** under this Agreement. A party claiming a Default shall give written Notice of Default (**"Notice"**) to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy.

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

IX. **General Provisions.**

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

To City: Nathan Olson
City Manager
City of Lemoore
711 W. Cinnamon Drive
Lemoore, CA 93245
Tel: (559) 924-6744 ext. 700
Email: citymanager@lemoore.com

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

To Developer: _____
Hold My Beer, LLC
111 East Lincoln Rd #6 _____
Spokane WA 99208 _____
Tel: (509____) _999__-2809____
Fax: (509____) 468____- _0143____
Email: athdan@gmail.com

With a copy to: _____

Attn: Thomas D. Green
P.O. Box P.O. Box 3835
San Luis Obispo, California 93403-3835
Tel: (805) 543-0990
Fax: (805) 543-0980
Email: green@ammcglaw.com

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

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

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

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

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

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

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

H. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

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

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

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

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

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

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

O. Term. The term of this Agreement (“Term”) shall be for a period of Twenty Five (25) years commencing on the Effective Date. Notwithstanding anything to the contrary herein, the Term shall be automatically be extended one (1) additional period of twenty five (25) years after the initial expiration date unless either party gives written notice of intent to terminate to the other party. The notice of intent to terminate shall be given no more than 12 months and no less than 6 months prior to the expiration of the initial Term.

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

Hold My Beer, LLC

_____, Manager Date: _____

CITY OF LEMOORE

_____, City Manager Date: _____

ATTEST:

_____, City Clerk Date: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARCEL

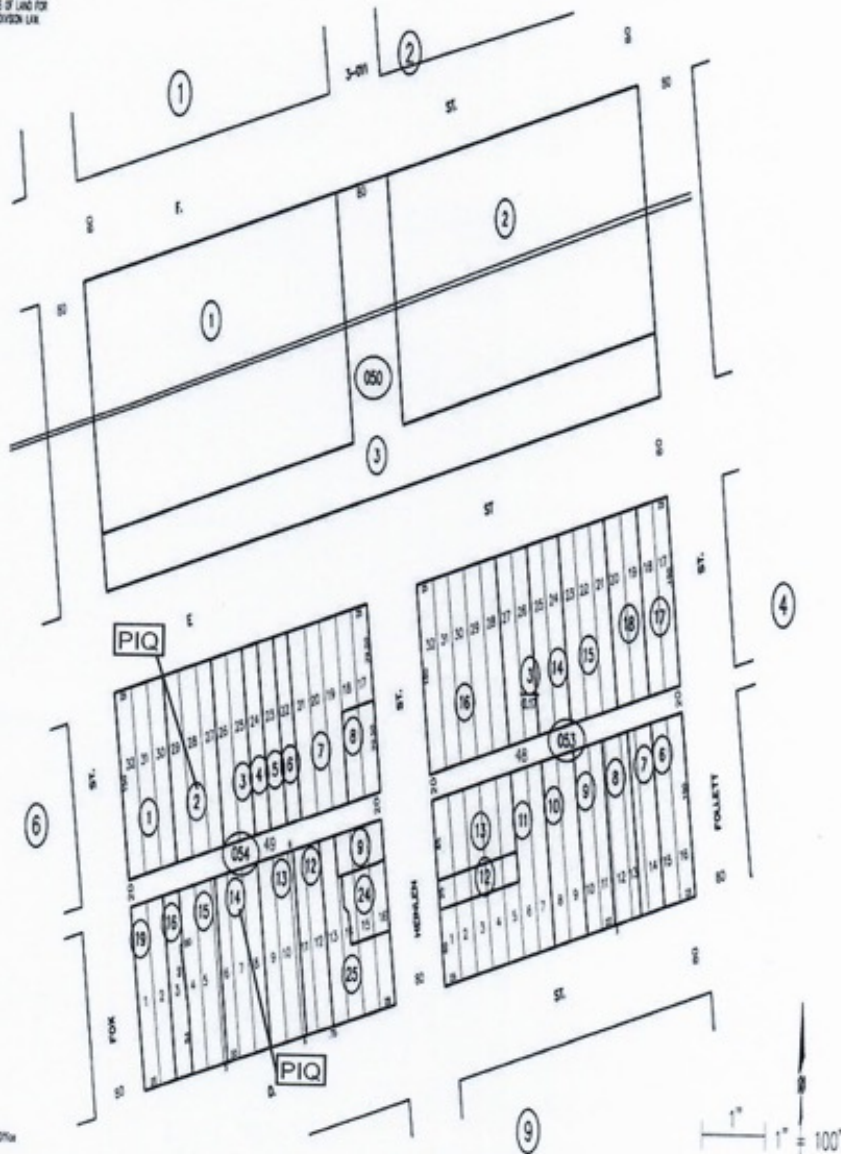
[See Attached]

DRAFT

KINGS COUNTY ASSESSOR'S MAP

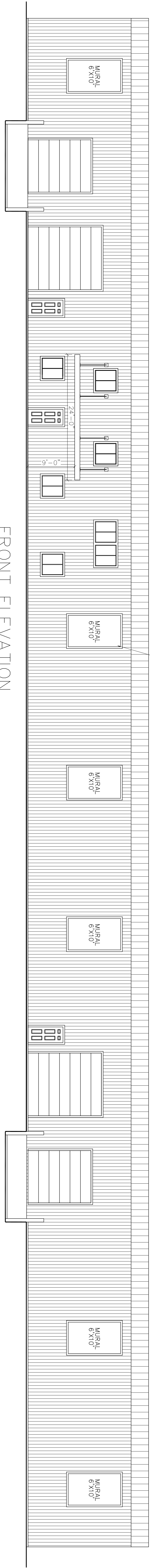
20-05

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
IT IS NOT TO BE CONSIDERED AS PORTENDING
LEGAL DIVERSITY OF DIVISIONS OF LAND FOR
PURPOSES OF ZONING OR SUBDIVISION LAW
JANUARY 2002



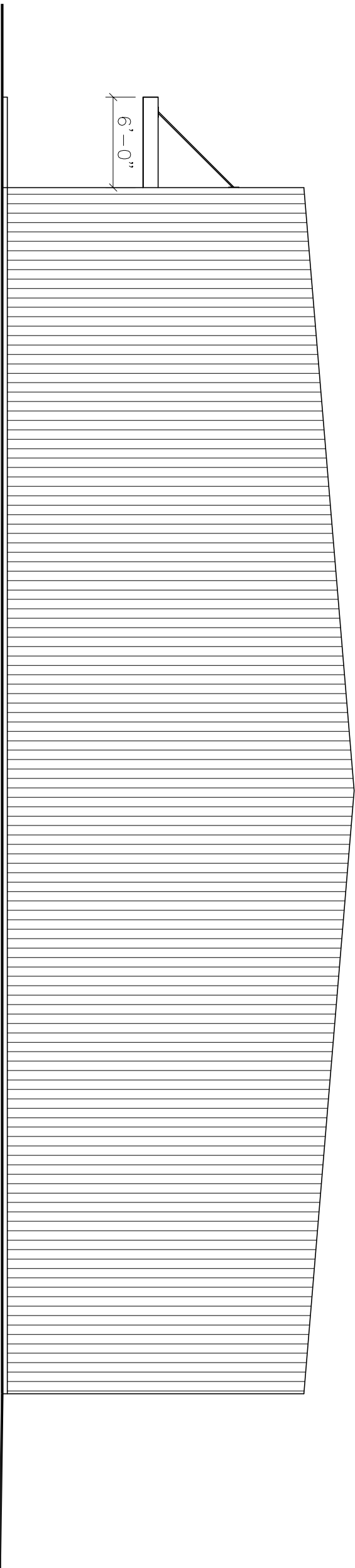
Copyright © 1997, Kings County Assessor's Office
All rights reserved

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



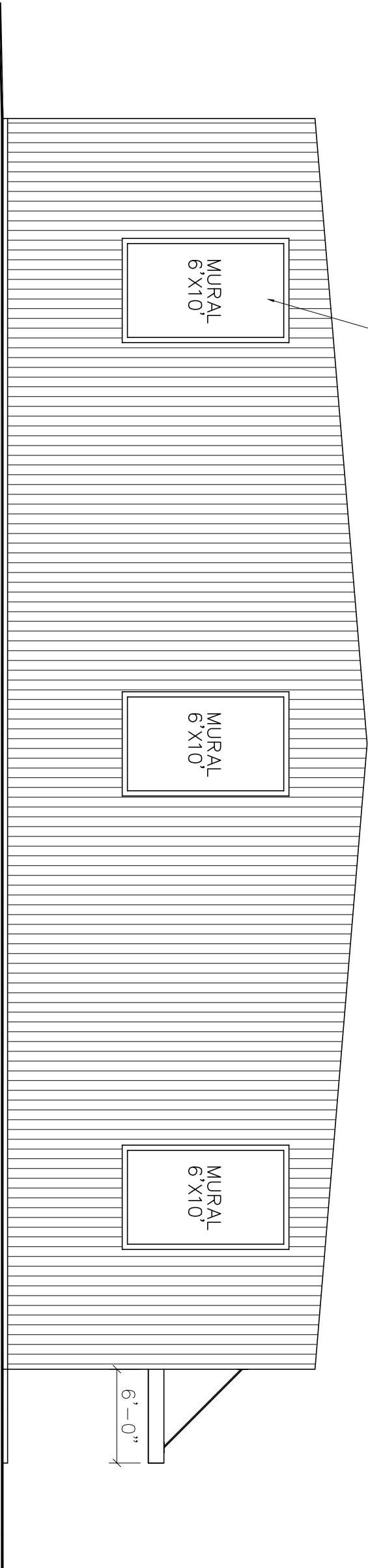
FRONT ELEVATION

SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION

SCALE: 1/8"=1'-0"



REAR ELEVATION

SCALE: 1/8"=1'-0"

INQUIRIES : E-MAIL - info@greathousedesign.com (Copyright Great House Design)

DATE

06/2021

SCALE

1/4"=1'-0"

DRAWN

JOB

SHEET

1

OF

1

SHEETS

AL

BD

ARCHITECTURAL

DESIGN

INC.

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Staff Report

Item No: 5-1

To: Lemoore City Council

From: Amanda Champion, Management Analyst

Date: June 28, 2021

Meeting Date: July 6, 2021

Subject: Intention to Levy and Collect the Annual Assessments within Landscape and Lighting Maintenance District No. 1 (LLMD) Zones 1 through 13 – Resolution 2021-12 and Public Facilities Maintenance District No. 1 (PFMD) Zones 1 through 10 – Resolution 2021-13

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:

Preliminarily approve the Engineer's Report and adopt Resolution No. 2021-12 Intention to Levy and Collect the Annual Assessments for LLMD District 1 Zones 1, 3, 5, 6, 7, 8A, 8B, 9, 10, 11, 12 and 13 and Resolution No. 2021-13 Intention to Levy and Collect Annual Assessments for PFMD District 1 Zones 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10; setting a public hearing on July 20, 2021.

Subject/Discussion:

Each fiscal year the City is required to conduct an engineering study of the City's Landscape and Lighting Maintenance District (LLMD) and Public Maintenance Facilities Maintenance District (PFMD) in order to document the levy that is submitted to the County assessor each year for property tax collection.

The assessments differ from zone to zone due to the varying amounts of landscaping that is maintained and differing ratios between the amount of landscaping, lighting and other facilities, and the number of housing units responsible for the maintenance. The PFMD's also collect money for future road, lighting, and landscape rehabilitation projects.

No notable or substantial changes to either the LLMD or PFMD Districts and/or the improvements to be maintained by the District have occurred since the adoption of the fiscal year 2020-2021 Annual Engineer's Report.

The reports will be provided as a handout at the July 6th meeting, with a detailed presentation to be provided at the July 20th meeting prior to the public hearing. Staff is asking Council to preliminarily approve the reports on July 6th with the final adoption to follow the public hearing scheduled on July 20th.

Financial Consideration(s):

The proposed budgets will be listed in the Annual Report, and a budget amendment will be presented with adoption of the Engineer's reports to amend city budget to coincide with the reports.

Alternatives or Pros/Cons:

Pros:

- Ensures the ability for the city to levy assessments to fund improvements throughout the City.

Cons:

- Not all assessments for FY 2021-2022 will cover the costs for maintenance of each zone, which will result in either a decreased level of service or contributions from the general fund, particularly in reference to the LLMD's.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends preliminary approval of the Engineer's Report and adoption of Resolutions 2021-12 and 2021-13.

Attachments:

- ☒ Resolution: 2021-12 & 2021-13
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

Review:

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

Date:

- 07/01/2021
- 07/02/2021
- 07/02/2021
- 07/01/2021
- 07/01/2021

RESOLUTION NO. 2021-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS WITHIN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 (LLMD) ZONES 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12 AND 13 OF THE CITY OF LEMOORE

At a Regular Meeting of the City Council of the City of Lemoore, it was moved, seconded, and carried that the following Resolution be adopted:

1. It is the intention of the Council to order the levy and collection of assessments under the Landscape and Lighting Act of 1972, Part Two of Division 15 of the Streets and Highways Code (beginning with Section 22500 and herein the “Act”), within Landscaping and Lighting Maintenance District No. 1, (“LLMD”), Zones 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12, and 13 of the City of Lemoore for fiscal year 2021-2022.
2. The territories of LLMD Zones 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12, and 13 are comprised of various territories generally located on the attached vicinity map which is the real property particularly, distinctly and specially benefited and to be assessed for the maintenance and operation of the landscaping, street lighting and appurtenant facilities of LLMD Zones 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12, and 13, generally described in Exhibit A, attached hereto and by reference incorporated herein.
3. By Resolution No. 9613, adopted June 18, 1996, the Council ordered that Zone 1 and Zone 2 in the LLMD District be consolidated into a single Zone to be designated as Zone 1 (Westfield Park/Windsor Court/Cambridge Park).
4. By Resolution No. 2007-37, adopted September 18, 2007, the Council ordered that Zone 4 of the LLMD be dissolved. The boundaries of the LLMD shall no longer include the territory that was included within Zone 4 and commencing with fiscal year 2008-09, the lots and parcels within such territory shall no longer be subject to assessments under the LLMD or the Act.
5. By Resolution No. 2017-10, adopted May 2, 2017, the Council ordered that Zone 8 be divided into two sub-zones. As part of this approval, Zone 8a and 8b were established to address variations in the nature, location, and extent of the improvements that provide special benefits to the parcels in the Zone.
6. The City Engineer has prepared and filed with the Clerk of the City of Lemoore a report labeled Engineer’s Report of the City of Lemoore Landscaping and Lighting Maintenance District No. 1, dated July 2, 2021, to which reference is hereby made for a description of the existing improvements, the boundaries of the assessment district and the referenced zones therein, including the general nature, location and extent of the improvements, and the proposed assessment upon assessable lots and parcels of land within LLMD Zones 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12 and 13. No substantial changes are proposed to be made in the existing improvements and no new improvements are proposed to LLMD Zones 1, 3, 5, 6, 7, 8a, 8b, 9,

10, 11, 12 and 13. The City Council intends to give final approval to the Engineer's Report at the conclusion of the public hearing described in paragraph 6, subject to changes, if any, ordered by the City Council during or upon the conclusion of the hearing.

7. Notice is hereby given that the 20th day of July, 2021 at the hour of 7:30 p.m., or as soon thereafter as possible, in the regular meeting place of the City Council, Council Chambers, 429 C Street, Lemoore, California, is hereby fixed as the time and place for public hearing when and where all interested persons may be heard regarding the question of levy and collection of the proposed assessments in LLMD Zones 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12 and 13 for fiscal year 2021-2022. At the hearing, any interested person shall be permitted to present written or oral testimony.
8. The City Clerk is hereby authorized and directed to give notice of the public hearing by publication of this Resolution in accordance with subdivision (a) of the Streets and Highways Code Section 22626.
9. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a regular meeting held on the 6th day of July 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Stuart Lyons
Mayor

RESOLUTION NO. 2021-13

A RESOLUTION OF INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS WITHIN PUBLIC FACILITIES MAINTENANCE DISTRICT NO. 1 (PFMD), ZONES 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 OF THE CITY OF LEMOORE

At a regular meeting of the City Council of the City of Lemoore, it was moved, seconded, and carried that the following Resolution be adopted:

1. It is the intention of the Council to order the levy and collection of assessments within Public Facilities Maintenance District No. 1 (“PFMD”), Zones 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of the City of Lemoore for fiscal year 2021-2022, under the authority of Chapter 10 of Title 7 of the Lemoore Municipal Code, as enacted by Ordinance No. 2006-01 (the “Ordinance”), and according to the procedures set forth in Proposition 218 Omnibus Implementation Act (Government Code Sections 53750-53753.5, inclusive) (the “Implementation Act”), Article XIII D of the California Constitution (“Proposition 218”) and, to the extent not inconsistent with the Ordinance, the procedures specified in the State Landscaping and Lighting Act of 1972 (Chapter 2 of Part 2 of Division 15 of the California Streets & Highways Code) (the “Landscaping & Lighting Act”).
2. The territories of PFMD Zones 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 are comprised of various territories generally located on the attached vicinity map which is the real property particularly, distinctly and specially benefited and to be assessed for the maintenance, repair, operation and periodic replacement of the facilities and improvements generally described in Exhibit A attached hereto and by reference incorporated herein.
3. By Resolution 2019-03, adopted February 5, 2019, the Council ordered the annexation and inclusion of Zone 9 to address the nature, location, and extent of the improvements that provide special benefits to the parcels in the Zone.
4. By Resolution 2019-44, adopted November 5, 2019, the Council ordered the annexation and inclusion of Zone 10 to address the nature, location, and extent of the improvements that provide special benefits to the parcels in the Zone.
5. Willdan Financial Services has prepared and filed with the Clerk of the City of Lemoore a report labeled Engineer’s Report of the City of Lemoore Public Facilities Maintenance District No. 1, dated June 2, 2021 to which reference is hereby made for a description of the existing improvements, the boundaries of the assessment district and the referenced zones therein, including the general nature, location and extent of the facilities and improvements, and the proposed assessment upon assessable lots and parcels of land within PFMD Zone 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10. No substantial changes are proposed to be made in the existing facilities and improvements and no new facilities or improvements are proposed. The City Council intends to give final approval to the Engineer’s Report at the conclusion of the public hearing described in paragraph 4, subject to changes, if any, ordered by the City Council during or upon the conclusion of the hearing.

6. Notice is hereby given that the 20th day of July, 2021 at the hour of 7:30 p.m., or as soon thereafter as possible, in the regular meeting place of the City Council, Council Chambers, 429 C Street, Lemoore, California, is hereby fixed as the time and place for public hearing when and where all interested persons may be heard regarding the question of levy and collection of the proposed assessments in PFMD Zones 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 for fiscal year 2021-2022. At the hearing, any interested person shall be permitted to present written or oral testimony.
7. The City Clerk is hereby authorized and directed to give notice of the public hearing by publication of this Resolution in accordance with subdivision (a) of the Streets and Highways Code Section 22626.
8. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Council of the City of Lemoore at a regular meeting held on the 6th day of July 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Stuart Lyons
Mayor



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

Staff Report

Item No: 5-2

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager/Admin. Services Director
Date: June 17, 2021 **Meeting Date:** July 6, 2021
Subject: Agreement between the City of Lemoore and Tyler Technologies for Implementation and Hosting of the City's New Enterprise Resource Planning (ERP) Software

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 agreement between the City of Lemoore and Tyler Technologies for implementation and hosting of Tyler MUNIS, and authorize the City Manager, or designee, to execute all related documentation.

Subject/Discussion:

In 1999 the City of Lemoore entered into an agreement with Pentamation Enterprises for software used to manage the daily operations of the City. Pentamation was used primarily by the Finance Department to keep accurate accounting records of City financial operations, as well as for utility billing functions.

Over the course of the past 22 years the City has relied on the software for tracking of critical financial operations. The City underwent upgrades to the Pentamation software, most recently in 2015; however, the software has since had numerous changes in ownership, which has impacted customer service and software upgrades.

Each time ownership/responsibility transferred hands, the City faced challenges in receiving adequate customer support. The City has found it increasingly more difficult to receive the support needed in order to ensure productivity and compliance with ever changing state and federal reporting requirements. The City was notified in April 2020 that the current version of our software would no longer be supported by December 2023.

We were provided the option of continuing to work with Central Square and upgrade our software, however, due to the customer service issues, functionality issues and need for more robust options, the City chose to research other options.

In February and March of 2021, the City of Lemoore participated in over 8 hours of demonstrations with Tyler Technologies. City staff from every department were invited to participate. After participating in the training and contacting other agencies utilizing Tyler products, City staff determined that Tyler Technologies would be the best option moving forward.

Tyler Technologies specializes in products and services exclusively for government operations. Their products have the capability to support complex functions and will provide enhanced services to the community; services we cannot currently offer through our existing software.

The goal of the implementation is to utilize the Enterprise Resource Management (ERP) software to increase efficiency and to provide mobile services to citizens. The MUNIS software, provided by Tyler Technologies, will centralize finance, human resource, planning, building inspection and permitting, fleet and recreation functions into a singular system. Our current system requires additional software for each of those functions; many of which do not integrate with Central Square, and require duplicate entry and interfacing processes, which increases the opportunity for human error and decreases efficiency. The current software is cumbersome to use, is archaic in its functionality, and is incapable of providing all the services provided by Tyler Technologies.

Once integrated, and operational, citizens will have the opportunity to request building permits, submit planning documents, check on the status of building inspections, make appointments, make payments online, and have broader access to utility billing data.

Tyler Technologies currently has a contract through Sourcewell, of which the City of Lemoore is a member. Sourcewell is a cooperative purchasing collaborative which publically bids items most often utilized and desired by public agencies. The City will not be required to publically bid the purchase of the new software, as that process has already been conducted by Sourcewell.

Financial Consideration(s):

The proposed agreement will consist of a five (5) year term. The first three years (Fiscal Years 2022, 2023, and 2024) will include implementation costs as well as the cost for SaaS services (hosted services). Annual implementation costs will be based on actual implementation schedules.

The following is a breakdown of the contract fees:

Implementation fees: \$431,990
Contingency: \$89,600
SaaS fees: \$1,125,550
Total 5-Year Contract: \$1,647,140

Fees will be applied to appropriate funds, as they occur. For instance, in the case of implementation costs associated with the utility billing function, water, wastewater and refuse funds will pay their proportionate share.

Costs associated with this agreement for FY 2022 have been included in the City Council Adopted FY 2022 Budget.

Alternatives or Pros/Cons:

City Council could decide not to proceed with the recommended contract. However, due to the complexity and length of implementation of new software, failing to accept the contract may result in the City utilizing software that is not supported.

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends City Council approve the contract with Tyler Technologies, and authorize the City Manager, or designee, to execute related documentation.

Attachments:

- ☐ Resolution:
 - ☐ Ordinance:
 - ☐ Map
 - ☒ Contract
 - ☐ Other
- List: Tyler Product Overview
Statement of Work

Review:

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

Date:

- 06/18/2021
- 07/02/2021
- 07/02/2021
- 07/01/2021
- 07/01/2021



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 71648;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure MUNIS software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Lemoore, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. For the avoidance of doubt, the Defined Users for EnerGov labeled modules shall be named users.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality

of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.

- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you

perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. Non-Infringement Warranty. The Tyler Software and Documentation will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any third party rights (including without limitation any property, contractual or non-disclosure rights, or any non-compete agreements). In the event of a breach of this warranty, Tyler's intellectual property infringement obligations, set forth in Section G(1) shall apply.
7. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

6.11 We will report data breaches and take all other required actions as required by, and in accordance with, all applicable State and Federal data breach notification laws. Except as otherwise required by law, or where applicable, we will not provide notice of the data breach directly to affected individuals whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from you.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are based on the scope of the project as of the Effective Date and are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you, up to the maximum amounts set forth in the Investment Summary. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper

diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties

in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.
3. Provision of Client Data. In the event of termination or nonrenewal of this Agreement, Tyler shall, upon Client request, provide to Client a copy of the Client SQL database then residing in Tyler's hosted environment. In the event that you request destruction of any Data, we agree to securely destroy all Data in our possession and in the possession of any subcontractors or agents to which we might have transferred such Data. We further agree to provide documentation of data destruction to you.
4. Transition Services. Tyler shall reasonably cooperate with Client to assist with the orderly transfer of the Data in a standard file format to another provider or to Client, as determined by the Client in its sole discretion. The transition services that Tyler shall perform, if requested by Client, may include but are not limited to:
- a. Working with Client to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the services;
 - b. Notifying all affected service providers and subcontractors of Tyler of transition activities;
 - c. Performing the transition service plan activities;
 - d. Answering questions on an as-needed basis; and
 - e. Providing such other reasonable services needed to effectuate an orderly transition to a new system.
5. Any transition services must be requested within thirty (30) days of the notice of termination, and must be capable of completion within 180 days of the notice of termination. Transition services will be provided on a time and materials basis at Tyler's then-current rates.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we

consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR**

LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information

so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

| | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |

[Remainder Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Lemoore

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Lemoore
711 W. Cinnamon Drive
Lemoore, CA
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B

Schedule 1

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the

current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

| | |
|--------------------------|------------------|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon | Dinner |

Return Day

| | |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00 p.m.* | Breakfast, lunch and dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

| | |
|-----------|-----|
| Breakfast | 15% |
| Lunch | 25% |
| Dinner | 60% |

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

| Targeted Attainment | Actual Attainment | Client Relief |
|---------------------|-------------------|---|
| 100% | 98-99% | Remedial action will be taken. |
| 100% | 95-97% | 4% credit of fee for affected calendar quarter will be posted to next billing cycle |
| 100% | <95% | 5% credit of fee for affected calendar quarter will be posted to next billing cycle |

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

| | |
|------------------|------------------------|
| New Year’s Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|----------------|---|---|
| 1 Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database. |

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|-------------------|--|---|
| 2 High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database. |
| 3 Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database. |
| 4 Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues

- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
End User License Agreement

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Exhibit D

MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

| | MyGovPay (Online Payments) | MyGovPay (Online Payments) |
|---|----------------------------|----------------------------|
| | Percentage Based Fee | + Transaction Fee |
| Option 1: Government Entity Paid | 2.79% | \$0.20 |
| Option 2: Patron Paid | 3.29% | N/A |

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

| | VirtualPay (Retail Payments) | Virtual Pay (Retail Payments) |
|---|------------------------------|-------------------------------|
| | Percentage Based Fee | + Transaction Fee |
| Option 1: Government Entity Paid | 2.59% | \$0.15 |
| Option 2: Patron Paid | 2.99% | N/A |

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR Data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.

(b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.

(c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.

(d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.

(e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.

(f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



City of Lemoore

SOW from Tyler Technologies, Inc.

4/15/2021

Presented to:
City of Lemoore
711 W. Cinnamon Drive
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

This is accomplished by Lemoore and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.

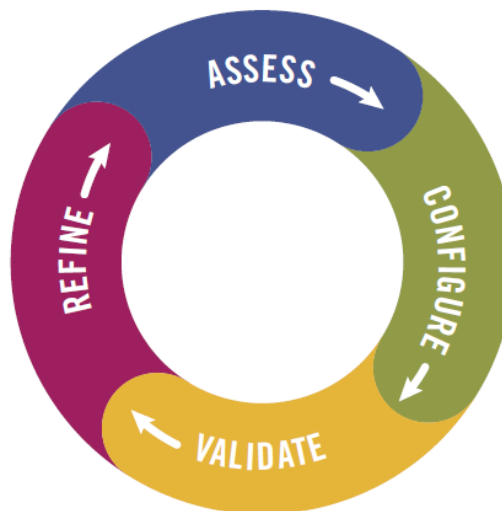
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Lemoore and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Lemoore and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Lemoore's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

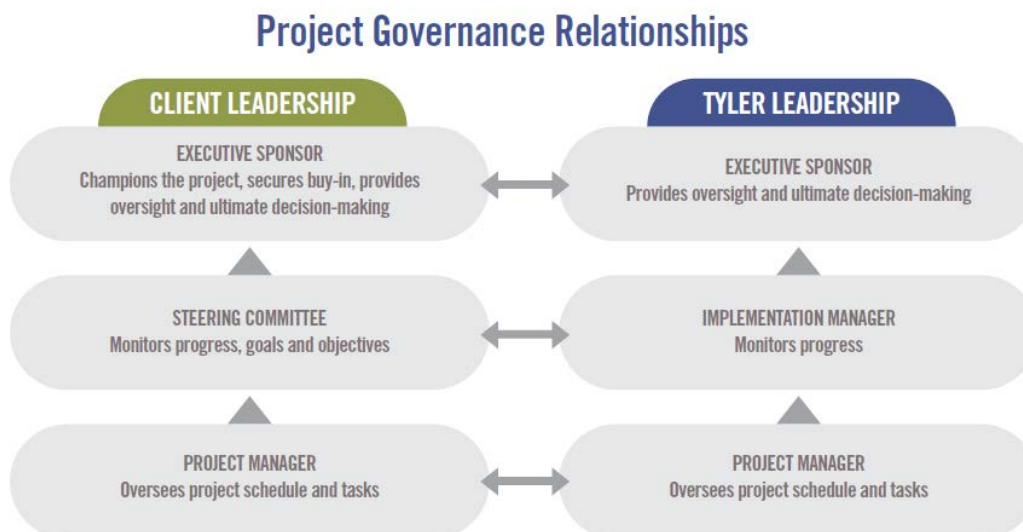
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

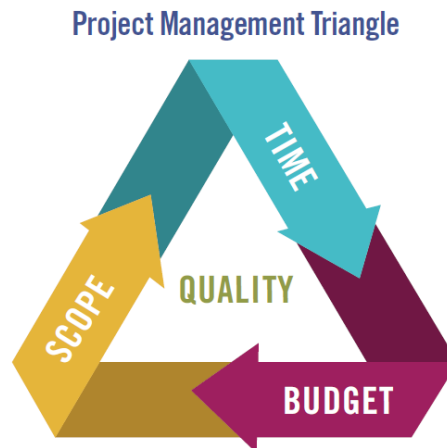
The chart below illustrates an overall team perspective where Tyler and Lemoore collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Lemoore Steering Committee become the escalation points to triage responses prior to escalation to Lemoore and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Lemoore and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

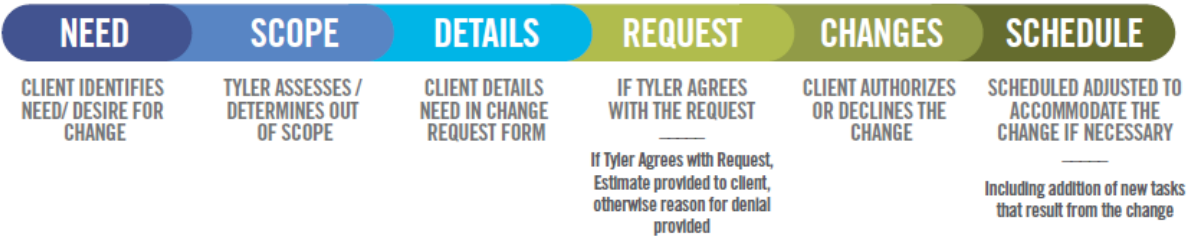
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to Lemoore; for example, Lemoore may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Lemoore, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Lemoore will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Lemoore). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Lemoore office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Lemoore will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Lemoore project manager will strive to gain deliverable and decision approvals from all authorized Lemoore representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Lemoore department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Lemoore shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Lemoore does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Lemoore does not agree the particular Deliverable or Control Point meets requirements, the Lemoore shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Lemoore shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Lemoore does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Lemoore and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Lemoore, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Lemoore's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Lemoore's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Lemoore management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Lemoore project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with Lemoore project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Lemoore and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Lemoore any items that may impact the outcomes of the Project.
- Collaborates with Lemoore's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Lemoore's project manager(s) to set a routine communication plan that will aide all Project team members, of both Lemoore and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Lemoore through software validation process following configuration.
- Assists during Go-Live process and provides support until Lemoore transitions to Client Services.
- Facilitates training sessions and discussions with Lemoore and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).

- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

5.2 Lemoore Roles & Responsibilities

Lemoore resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Lemoore Executive Sponsor

The Lemoore executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Lemoore steering committee, project manager(s), and functional leads to make critical business decisions for Lemoore.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Lemoore Steering Committee

The Lemoore steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Lemoore project manager and Project as a whole through participation in regular internal meetings. The Lemoore steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Lemoore steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule

- Project Goals
- Lemoore Policies
- Needs of other client projects

5.2.3 Lemoore Project Manager

Lemoore shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Lemoore Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Lemoore project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Lemoore project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Lemoore and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Lemoore staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.

- Identifies and coordinates all Lemoore resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Lemoore technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Lemoore Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Lemoore project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Lemoore resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Lemoore Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Lemoore business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Lemoore staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Lemoore End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Lemoore Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Lemoore third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Lemoore's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Lemoore GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Lemoore GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Lemoore Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.

- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Lemoore's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Lemoore and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Lemoore Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

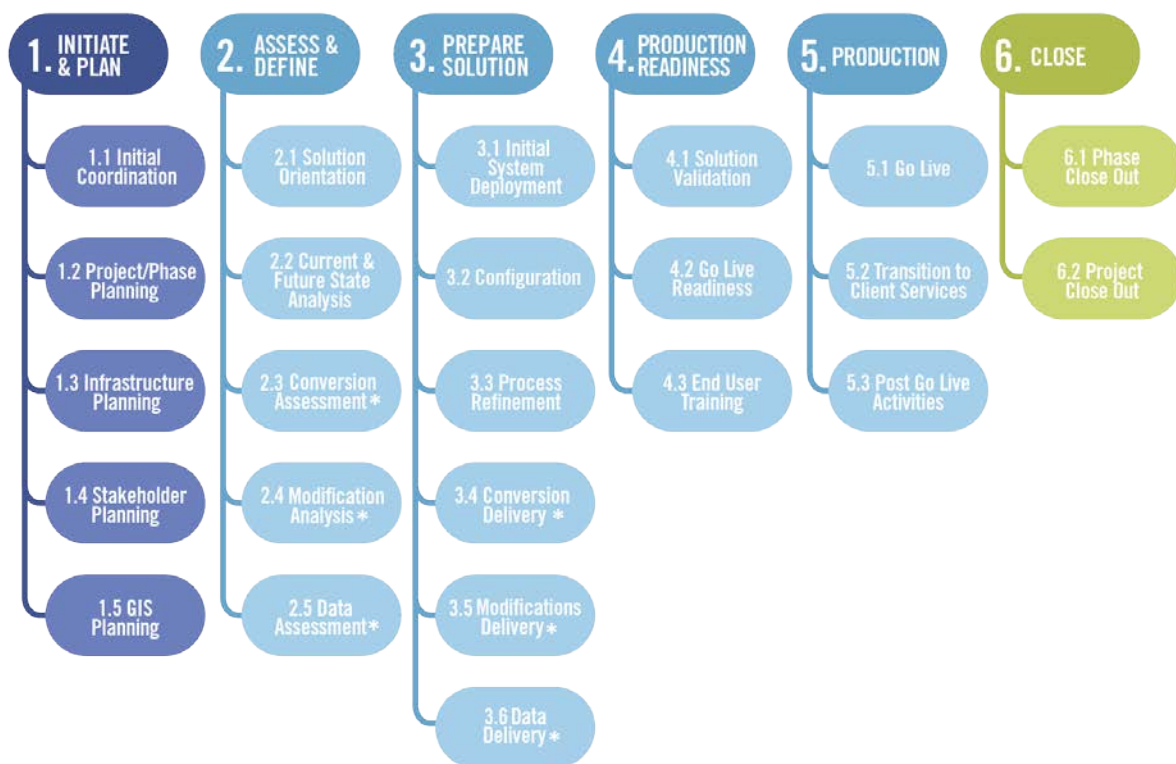
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Lemoore.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Lemoore with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Lemoore gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Lemoore's team. During this step, Tyler will work with Lemoore to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

| STAGE 1 | Initial Coordination | | | | | | | | | | | | | | | | |
|---|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Tyler project team is assigned | A | R | C | I | I | I | I | | I | | I | | | | | | |
| Client project team is assigned | | | | | | | | | A | I | R | I | I | I | | | |
| Provide initial project documents to Lemoore | | A | R | C | | | C | | I | | I | | | | | | |
| Gather preliminary information requested | | | I | | | | | | A | | R | C | | C | | C | C |
| Sales to implementation knowledge transfer | | A | R | I | I | I | I | | | | I | | | | | | |

| | | | | | | | | | | | | | | | | |
|---|--|---|---|--|--|--|--|--|--|---|--|--|--|--|--|--|
| Create Project Portal to store project artifacts and facilitate communication | | A | R | | | | | | | I | | | | | | |
|---|--|---|---|--|--|--|--|--|--|---|--|--|--|--|--|--|

| | |
|--------|--------------------|
| Inputs | Contract documents |
| | Statement of Work |

| | |
|----------------------|-------------------------------------|
| Outputs/Deliverables | Completed initial project documents |
| | Project portal |

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Lemoore to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Lemoore Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Lemoore's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Lemoore Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

| | | | |
|---------|------------------------|--------|--|
| STAGE 1 | Project/Phase Planning | | |
| | Tyler | Client | |

| | | | | | | | | | | | | | | | | | |
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| Schedule and conduct planning session(s) | | A | R | | | | | | I | | C | C | I | | | | |
| Develop Project Management Plan | | A | R | | | | | | I | | C | C | I | | | | |
| Develop initial project schedule | | A | R | I | I | I | I | | I | I | C | C | I | I | C | | I |

| | |
|--------|--------------------------------|
| Inputs | Contract documents |
| | Statement of Work |
| | Guide to Starting Your Project |

| | | |
|------------------------|--------------------------|--|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Project Management Plan | Delivery of document |
| | Project Operational Plan | Delivery of document |
| | Initial Project Schedule | Lemoore provides acceptance of schedule based on resource availability, project budget, and goals. |

Work package assumptions:

- Lemoore has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Lemoore to install License Software. The Lemoore is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure Lemoore's infrastructure meets Tyler's application requirements.
- Ensure Lemoore's infrastructure is scheduled to be in place and available for use on time.

| | |
|----------------|--------------------------------|
| STAGE 1 | Infrastructure Planning |
|----------------|--------------------------------|

| | Tyler | | | | | | | | Client | | | | | | | | |
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| Provide Infrastructure Requirements and Design Document | | A | R | | C | | C | | | | I | | | | | | I |
| Initial Infrastructure Meeting | | A | R | | C | | C | | | | C | | | | | | C |
| *Schedule SaaS Environment Availability | | A | R | | | | C | | | | I | | | | | | |
| *Schedule Hardware to be Available for Installation | | | I | | | | I | | A | | R | | | | | | C |
| Schedule Installation of All Licensed Software | | A | R | | | | C | | | | I | | | | | | I |
| Infrastructure Audit | | A | R | | | | C | | | | I | | | | | | C |

| | |
|--------|--|
| Inputs | 1. Initial Infrastructure Requirements and Design Document |
|--------|--|

| | | |
|------------------------|--|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | 1. Completed Infrastructure Requirements and Design Document | Delivery of Document |
| | 2. Infrastructure Audit | System Passes Audit Criteria |

Work package assumptions:

- Lemoore will maintain environment (or virtual environment) for On-Premise deployments.

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Lemoore Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Lemoore team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

| STAGE 1 | Stakeholder Meeting | | | | | | | | | | | | | | | | |
|---|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
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| Create Stakeholder Meeting Presentation | I | A | R | I | I | | | | I | I | C | | I | | | | |
| Review Stakeholder Meeting Presentation | | I | C | | | | | | A | | R | | C | | | | |
| Perform Stakeholder Meeting Presentation | I | A | R | I | I | | | | I | I | C | I | I | I | I | I | I |

| | |
|--------|-------------------------|
| Inputs | Agreement |
| | SOW |
| | Project Management Plan |

| | | |
|------------------------|----------------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Stakeholder Meeting Presentation | |

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Lemoore offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Lemoore GIS data sources and formats.
- Tyler to understand Lemoore's GIS needs and practices.
- Ensure Lemoore's GIS data meets Tyler product requirements.

| STAGE 1 | GIS Preparation | | | | | | | | | | | | | | |
|---------|-----------------|--|--|--|--|--|--|--|--------|--|--|--|--|--|--|
| | Tyler | | | | | | | | Client | | | | | | |

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| Initial GIS Planning Meeting | | A | R | | | | C | | | | C | | | | | | C |
| Determine all GIS Data Sources | | | I | | | | I | | A | | R | | | | | | C |
| Provide Source GIS Data | | | I | | | | I | | A | | R | | | | | | C |
| Review GIS Data and Provide Feedback | | A | R | | | | C | | | | I | | | | | | C |

| | |
|--------|---------------------------|
| Inputs | GIS Requirements Document |
|--------|---------------------------|

| | | |
|------------------------|---------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Production Ready Map Data | Meets Tyler GIS Requirements. |

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Lemoore is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Lemoore
- Stakeholder meeting complete
- GIS Data Production Ready

- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Lemoore business processes. This information will be used to identify and define business processes utilized with Tyler software. Lemoore collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Lemoore team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Lemoore team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Lemoore for current and future state analysis.

| STAGE 2 | Solution Orientation | | | | | | | | | | | | | | | | |
|---|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Provide pre-requisites | | | A | R | | | | | | | I | I | | I | I | | I |
| Complete pre-requisites | | | | | | | | | | | A | R | | C | | | C |
| Conduct orientation | | | A | R | | | | | | | I | I | | I | I | | I |

| | |
|--------|--------------------------------|
| Inputs | Solution orientation materials |
| | Training Plan |

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Lemoore and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Lemoore will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

| STAGE 2 | Current & Future State Analysis | | | | | | | | | | | | | | | | |
|---|---------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
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| Current State process review | | | A | R | I | I | I | | | | C | C | C | C | | | C |
| Discuss future-state options | | | A | R | C | C | C | | | | C | C | C | C | | | C |
| Make future-state decisions (non-COTS) | | | C | C | C | C | C | | | | A | R | I | C | | | C |
| Document anticipated configuration options required to support future state | | | A | R | C | C | C | | | | I | I | I | I | | | I |

Inputs

Client current state documentation

| |
|---------------------------------|
| Solution Orientation completion |
|---------------------------------|

| | | |
|------------------------|--|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Documentation that describes future-state decisions and configuration options to support future-state decisions. | Delivery of document |

Work package assumptions:

- Lemoore attendees possess sufficient knowledge and authority to make future state decisions.
- Lemoore is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

| STAGE 2 | Data Conversion Assessment | | | | | | | | | | | | | | | | |
|---|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
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| Extract Data from Source Systems | | | I | | C | | | | | | A | | | | | | R |
| Complete Data Analysis/Mapping | | A | R | C | C | | | | | | I | C | | C | | | I |
| Review and Scrub Source Data | | | I | I | I | | | | | | A | R | | C | | | I |

| | | | | | | | | | | | | | | | | | |
|-----------------------------------|--|--|---|---|---|--|--|--|--|--|---|---|---|---|--|--|---|
| Build/Update Data Conversion Plan | | | R | C | C | | | | | | C | I | I | I | | | I |
|-----------------------------------|--|--|---|---|---|--|--|--|--|--|---|---|---|---|--|--|---|

| | |
|--------|---|
| Inputs | Client Source data |
| | Client Source data Documentation (if available) |

| | | |
|------------------------|------------------------------------|--|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Data Conversion Plan built/updated | Client Acceptance of Data Conversion Plan, if Applicable |

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Lemoore representatives to identify business rules before writing the conversion.
- Lemoore subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- Lemoore is able to access the software.

| STAGE 3 | Initial System Deployment (Hosted/SaaS)* | | | | | | | | | | | | | | | | |
|---|--|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
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| Prepare hosted environment | | | A | | | | R | | | | I | | | | | | C |
| Install Licensed Software with Initial Database on Server(s) for Included Environments | | | A | | | | R | | | | I | | | | | | C |
| Install Licensed Software on Client Devices (if applicable) | | | I | | | | C | | | | A | | | | | | R |
| Tyler System Administration Training (if applicable) | | | A | | | | R | | | | I | | | | | | C |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|------------------------|---|---|
| | Licensed Software is Installed on the Server(s) | Software is accessible |
| | Licensed Software is Installed on Clients (if applicable) | Software is accessible |
| | Installation Checklist/System Document | System Passes |
| | Infrastructure Design Document (C&J – If Applicable) | |

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- Lemoore will provide network access for Tyler modules, printers, and Internet access to all applicable Lemoore and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Lemoore to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Lemoore collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate Lemoore Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

| STAGE 3 | Configuration | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Conduct configuration training | | | A | R | | | | | | | I | C | | C | | | |
| Complete Tyler configuration tasks (where applicable) | | | A | R | | | | | | | I | I | | I | | | |
| Complete Client configuration tasks (where applicable) | | | I | C | | | | | | | A | R | | C | | | |
| Standard interfaces configuration and training (if applicable) | | | A | R | | | C | | | | I | C | | C | | | C |
| Updates to Solution Validation testing plan | | | C | C | | | | | | | A | R | | C | | | C |

| | |
|--------|--|
| Inputs | Documentation that describes future state decisions and configuration options to support future state decisions. |
|--------|--|

| | | |
|------------------------|-------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Configured System | N/A |

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Lemoore is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Lemoore users on how to execute processes in the system to prepare them for the validation of the software. Lemoore collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Lemoore understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

| STAGE 3 | Process Refinement | | | | | | | | | | | | | | | | |
|---|--------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Conduct process training | | | A | R | | | | | | | I | C | I | C | | | |
| Confirm process decisions | | | I | C | | | | | | A | R | C | I | C | | | |
| Test configuration | | | I | C | | | | | | | A | R | | C | | | |
| Refine configuration (Client Responsible) | | | I | C | | | | | | | A | R | | C | | | |
| Refine configuration (Tyler Responsible) | | | A | R | | | | | | | I | I | | I | | | |
| Validate interface process and results | | | I | C | | | C | | | | A | R | | C | | | C |

| | | | | | | | | | | | | | | | | | | |
|--|--|--|---|---|--|--|--|--|--|--|--|---|---|--|---|--|--|---|
| Update client-specific process documentation (if applicable) | | | I | C | | | | | | | | A | R | | C | | | |
| Updates to Solution Validation testing plan | | | C | C | | | | | | | | A | R | | C | | | C |

| | |
|--------|--|
| Inputs | Initial Configuration |
| | Documentation that describes future state decisions and configuration options to support future state decisions. |
| | Solution validation test plan |

| | | |
|------------------------|--|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Updated solution validation test plan | |
| | Completed client-specific process documentation (completed by Lemoore) | |

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Lemoore's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Lemoore will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Lemoore to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

| STAGE 3 | Data Delivery & Conversion | | | | | | | | | | | | | | | | |
|--|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Provide data crosswalks/code mapping tool | | | A | C | R | | | | | | I | I | | I | | | |
| Populate data crosswalks/code mapping tool | | | I | C | C | | | | | | A | R | | C | | | |
| Iterations: Conversion Development | | | A | C | R | | | | | | I | | | | | | I |
| Iterations: Deliver converted data | | | A | | R | | I | | | | I | | | | | | I |
| Iterations: Proof/Review data and | | | C | C | C | | | | | | A | R | | C | | | C |

| | | | | | | | | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| reconcile to source system | | | | | | | | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

| | | |
|------------------------|--|--|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Code Mapping Complete / Validated | N/A |
| | Conversion Iterations / Reviews Complete | Conversion complete, verified and ready for final pass |

- The Lemoore will provide a single file layout per source system as identified in the investment summary.
- The Lemoore subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Lemoore project team will be responsible for completing the code mapping activity, with assistance from Tyler.

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Prepare Solution Stage Deliverables:

Prepare Solution Stage Acceptance Criteria:

6.4 Production Readiness

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Lemoore verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Lemoore organization is ready to move forward with go-live and training (if applicable).

| STAGE 4 | Solution Validation | | | | | | | | | | | | | | | | |
|---|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Update Solution Validation plan | | | A | R | C | | | | | | C | C | | C | | | |
| Update test scripts (as applicable) | | | C | C | C | | | | | | A | R | | C | | | |
| Perform testing | | | C | C | C | | | | | | A | R | | C | | | |
| Document issues from testing | | | C | C | C | | | | | | A | R | | C | | | |
| Perform required follow-up on issues | | | A | R | C | | | | | | C | C | | C | | | |

| | |
|--------|--|
| Inputs | Solution Validation plan |
| | Completed work product from prior stages (configuration, business process, etc.) |

| | | |
|------------------------|----------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Solution Validation Report | Lemoore updates report with testing results |

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Lemoore will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Lemoore will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

| STAGE 4 | Go-Live Readiness | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Perform Readiness Assessment | I | A | R | C | C | I | C | I | I | I | I | | I | | | | I |
| Conduct Go-Live planning session | | A | R | C | | | | | | | C | C | C | C | C | | C |
| Order peripheral hardware (if applicable) | | | I | | | | | | | A | R | | | | | | C |
| Confirm procedures for Go-Live issue reporting & resolution | | A | R | I | I | I | I | | | | C | C | I | I | I | I | I |
| Develop Go-Live checklist | | A | R | C | C | | | | | | C | C | I | C | | | C |
| Final system infrastructure review (where applicable) | | | A | | | | R | | | | C | | | | | | C |

| | |
|--------|------------------------|
| Inputs | Future state decisions |
| | Go-live checklist |

| | | |
|------------------------|---------------------------|--|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Updated go-live checklist | Updated Action plan and Checklist for go-live delivered to Lemoore |

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Lemoore users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Lemoore is prepared for on-going training and support of the application.

| STAGE 4 | End User Training | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Update training plan | | A | R | C | | | | | | | C | | I | | C | | |
| End User training (Tyler-led) | | A | R | C | | | | | | | C | C | I | C | C | C | |
| Train-the-trainer | | A | R | C | | | | | | | C | C | I | C | | | |
| End User training (Client-led) | | | C | C | | | | | | | A | R | I | C | C | C | |

| | | | | | | | | | | | | | | | |
|--------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Inputs | Training Plan | | | | | | | | | | | | | | |
| | List of End Users and their Roles / Job Duties | | | | | | | | | | | | | | |
| | Configured Tyler System | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | |
|------------------------|-------------------|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|
| Outputs / Deliverables | | | | | | | | | Acceptance Criteria [only] for Deliverables | | | | | | | |
| | End User Training | | | | | | | | Lemoore signoff that training was delivered | | | | | | | |

Work package assumptions:

- The Lemoore project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Lemoore as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Lemoore departments.
- Lemoore will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Lemoore will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Lemoore to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Lemoore and Tyler will complete work assigned to prepare for Go-Live.

Lemoore provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Lemoore manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Lemoore during Go-Live activities. Lemoore transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

| STAGE 5 | Go-Live | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Provide final source data extract, if applicable | | | C | | C | | | | | | A | | | | | | R |
| Final source data pushed into production environment, if applicable | | | A | C | R | | | | | | I | C | | C | | | C |
| Proof final converted data, if applicable | | | C | C | C | | | | | | A | R | | C | | | |
| Complete Go-Live activities as defined in the Go-Live action plan | | | C | C | C | | | | | A | R | C | I | C | | | |
| Provide Go-Live assistance | | | A | R | C | C | | I | | | C | C | I | C | | I | C |

| | |
|--------|---------------------------------------|
| Inputs | Comprehensive Action Plan for Go-Live |
| | Final source data (if applicable) |

| | | |
|------------------------|---|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Data is available in production environment | Client confirms data is available in production environment |

Work package assumptions:

- Lemoore will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Lemoore Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.

- The Lemoore Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Lemoore teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Lemoore onto the Tyler Client Services team, who provides Lemoore with assistance following Go-Live, officially transitioning Lemoore to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Lemoore teams for key processes and subject areas.

| STAGE 5 | Transition to Client Services | | | | | | | | | | | | | | | | |
|---|-------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Transfer client to Client Services and review issue reporting and resolution processes | I | I | A | I | I | | | R | I | I | C | C | | C | | | |
| Review long term maintenance and continuous improvement | | | A | | | | | R | | | C | C | | C | | | |

| | |
|--------|-----------------------|
| Inputs | Open item/issues List |
|--------|-----------------------|

| | | |
|------------------------|----------------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Client Services Support Document | |

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

| STAGE 5 | Post Go-Live Activities | | | | | | | | | | | | | | | | |
|---|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Schedule contracted activities that are planned for delivery after go-live | | A | R | C | C | C | C | I | | | C | C | I | C | | | C |
| Determine resolution plan in preparation for phase or project close out | | A | R | C | C | C | | I | | | C | C | I | C | | | |

| | |
|--------|---------------------------------|
| Inputs | List of post Go-Live activities |
|--------|---------------------------------|

| | | |
|------------------------|--------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Updated issues log | |

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Lemoore transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Lemoore for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Lemoore teams that activities within this phase are complete.

| STAGE 6 | Phase Close Out | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Reconcile project budget and status of contract Deliverables | I | A | R | | | | | | I | I | C | | | | | | |
| Hold post phase review meeting | | A | R | C | C | C | C | | | | C | C | C | C | | | C |
| Release phase-dependent Tyler project resources | A | R | I | | | | | | | | I | | | | | | |

| Participants | Tyler | Client |
|--------------|----------------------------|--|
| | Project Leadership | Project Manager |
| | Project Manager | Project Sponsor(s) |
| | Implementation Consultants | Functional Leads, Power Users, Technical Leads |

| | | |
|--|---|--|
| | Technical Consultants (Conversion, Deployment, Development) | |
| | Client Services | |

| | |
|--------|-------------------|
| Inputs | Contract |
| | Statement of Work |
| | Project artifacts |

| | | |
|------------------------|---|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Final action plan (for outstanding items) | |
| | Reconciliation Report | |
| | Post Phase Review | |

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Lemoore may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Lemoore teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

| STAGE 6 | Project Close Out | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Conduct post project review | | A | R | C | C | C | C | | | | C | C | C | C | | | C |
| Deliver post project report to Lemoore and Tyler leadership | I | A | R | | | | | | I | I | C | | | | | | |

| | |
|--------|-------------------|
| Inputs | Contract |
| | Statement of Work |

Work package assumptions:

- ### 6.6.3 Control Point 6: Close Stage Acceptance

Close Stage Deliverables:

- ### Close Stage Acceptance Criteria:

- ## 7. General Assumptions

7.1 Project

- 151

- Tyler will provide a written agenda and notice of any prerequisites to the Lemoore project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Lemoore is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Lemoore to make process changes.
- Lemoore is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Lemoore is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Lemoore resources will participate in scheduled activities as assigned in the Project Schedule.
- The Lemoore team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Lemoore will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Lemoore will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Lemoore makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Lemoore will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Lemoore will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.

- Lemoore is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Lemoore representatives to identify business rules before writing the conversion. Lemoore must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Lemoore Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- Lemoore will provide dedicated space for Tyler staff to work with Lemoore resources for both on-site and remote sessions. If Phases overlap, Lemoore will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Lemoore will provide staff with a location to practice what they have learned without distraction.

8. Glossary

| Word or Term | Definition |
|--|--|
| Acceptance | Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria. |
| Accountable | The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI] |
| Application | A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user. |
| Application Programming Interface (API) | A defined set of tools/methods to pass data to and received data from Tyler software products |
| Agreement | This executed legal contract that defines the products and services to be implemented or performed. |
| Business Process | The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. |
| Business Requirements Document | A specification document used to describe Client requirements for contracted software modifications. |
| Change Request | A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties. |
| Change Management | Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes |
| Code Mapping [where applicable] | An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue]. |
| Consulted | Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI] |
| Control Point | This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met. |
| Data Mapping [where applicable] | The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system. |
| Deliverable | A verifiable document or service produced as part of the Project, as defined in the work packages. |
| Go-Live | The point in time when the Client is using the Tyler software to conduct daily operations in Production. |
| Informed | Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI] |

| | |
|------------------------------|---|
| Infrastructure | The composite hardware, network resources and services required for the existence, operation and management of the Tyler software. |
| Interface | A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system. |
| Integration | A standard exchange or sharing of common data within the Tyler system or between Tyler applications |
| Legacy System | The software from which a client is converting. |
| Modification | Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement. |
| On-site | Indicates the work location is at one or more of the client's physical office or work environments. |
| Organizational Change | The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization. |
| Output | A product, result or service generated by a process. |
| Peripheral devices | An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer. |
| Phase | A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned. |
| Project | The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases. |
| RACI | A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I). |
| Remote | Indicates the work location is at one or more of Tyler's physical offices or work environments. |
| Responsible | Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI] |
| Scope | Products and services that are included in the Agreement. |

| | |
|---------------------------------------|--|
| Solution | The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies. |
| Stage | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project. |
| Standard | Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified. |
| Statement of Work (SOW) | Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables. |
| System | The collective group of software and hardware that is used by the organization to conduct business. |
| Test Scripts | The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario. |
| Training Plan | Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system. |
| Validation (or to validate) | The process of testing and approving that a specific Deliverable, process, program or product is working as expected. |
| Work Breakdown Structure (WBS) | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components. |
| Work Package | A group of related tasks within a project. |

Part 4: Appendices

9. Conversion

9.1 Munis Conversion Summary

9.1.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

9.1.2 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.3 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.4 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.5 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

9.1.6 General Billing CID

- Customer information

9.1.7 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest

degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.1.8 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

9.1.9 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

9.1.10 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.11 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

9.1.12 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.1.13 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.1.14 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

9.1.15 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

9.1.16 Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

9.1.17 Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills(current balance due and up to two past due balance bills).These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.
- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

9.1.18 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

9.1.19 Utility Billing –Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.

9.1.20 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

9.1.21 Utility Billing – Work Orders

- Work Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

10. Additional Appendices

10.1 EnerGov Definitions

10.1.1 “Template Business Transactions”

- A pre-defined and pre-configured EnerGov business process from EnerGov’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

| | |
|----------------------------|--|
| Alert | Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.). |
| Block | Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) |
| Block with Override | Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities. |
| Fee Date | Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction. |
| Field Mapping | A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data. |
| Required Action | A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case. |
| Required Step | A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case. |
| Zone Mapping | The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.). |

10.1.4 “Automation Events”

10.1.4.1 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 “Intelligent Automation Agents (IAA)”

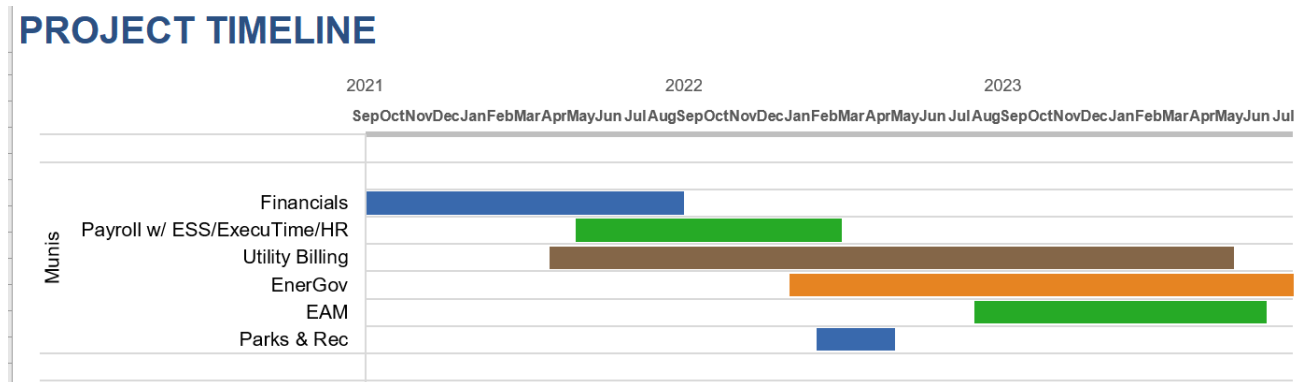
- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.



| Phase | Functional Areas | Modules | Start Date | Go-Live Date |
|-------|------------------|---|----------------|----------------|
| 1 | Financials | <ul style="list-style-type: none"> Accounting General Ledger Accounts Payable | September 2021 | September 2022 |

| Phase | Functional Areas | Modules | Start Date | Go-Live Date |
|-------|---|---|---------------|---------------|
| | | <ul style="list-style-type: none"> • Bid Management • Budgeting • Capital Assets • Cash Management • Contract Management • Project & Grant Accounting • Purchasing • eProcurement • Accounts Receivable • General Billing • Tyler Cashiering | | |
| | System Wide | <ul style="list-style-type: none"> • Munis Analytics & Reporting <ul style="list-style-type: none"> ○ Tyler Reporting Services ○ Munis Office ○ HUB • Tyler ReadyForms Processing • Tyler Content Manager SE | | |
| 2 | Human Capital Management and ExecuTime Time and Attendance | <ul style="list-style-type: none"> • ExecuTime Time & Attendance • Payroll with ESS • Human Resources and Talent Management | May 2022 | March 2023 |
| 3 | Utility Billing | <ul style="list-style-type: none"> • Utility Billing CIS • UB Interface | November 2022 | November 2023 |
| 4 | EnerGov Community Development and Business Management | <ul style="list-style-type: none"> • EnerGov Business Management Suite • EnerGov Citizen Self-Service – Business Management • EnerGov Citizen Self-Service – Community Development • EnerGov Community Development Suite • EnerGov Core Foundation Bundle • EnerGov e-Reviews | July 2023 | April 2024 |
| 5 | Enterprise Asset Management | <ul style="list-style-type: none"> • Asset Maintenance • Asset Performance | August 2023 | July 2024 |
| 6 | Parks and Rec | <ul style="list-style-type: none"> • Parks and Recreation | February 2023 | May 2023 |

11.2 Socrata Project Plan

| Socrata Project Plan | | | | | | | | | | | | |
|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|
| | Week | | | | | | | | | | | |
| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> | <u>9</u> | <u>10</u> | <u>11</u> | <u>12</u> |
| Initiate and Plan | | | | | | | | | | | | |
| Assess and Define | | | | | | | | | | | | |
| Prepare Solution | | | | | | | | | | | | |
| Production Readiness | | | | | | | | | | | | |
| Production | | | | | | | | | | | | |
| Close | | | | | | | | | | | | |

**Solicitation Number: RFP #090320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyler Technologies, 5101 Tennyson Pkwy., Plano, TX 75024 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTIES.** During the term of a current Maintenance or SaaS Agreement, Vendor makes the following warranties:

1. **Tyler Software Warranty** - Vendor's software will substantially conform to the functional descriptions of the Vendor software contained in Vendor's Proposal or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Vendor's maintenance and support services and the governing functional descriptions for such future functionality will be set forth in Vendor's then-current documentation.
2. **Tyler Services Warranty** - Vendor warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Vendor provides services that do not conform to this warranty, Vendor will re-perform the services at no additional cost.
3. **Third Party Warranties** – Unless otherwise indicated, Vendor does not warrant the condition of any third party products or services resold through Vendor's reseller agreement. Vendor will pass through any 3rd party warranties it receives for such items and will reasonably cooperate and coordinate for access to warranty service for 3rd party items Vendor resells.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. The foregoing notwithstanding Vendor may require (i) execution of a software and services agreement in a form substantially similar to the one included with Vendor's proposal and/or (ii) require agreement to terms required by 3rd party product providers.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order subject to Vendor's approval, not to be unreasonably withheld and payment by Participating Entity of the fee for the performance bond.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, subject to the terms of an executed software and services agreement between the Vendor and the Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;

- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract. Sourcewell and Vendor acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies.

If the Vendor receives a request to release the data referred to in this article, the Vendor must comply with the Minnesota Government Data Practices Act, including any appropriate notice to Sourcewell. In such event, Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

Vendor will defend, indemnify, and hold harmless Sourcewell and/or a Participating Entity from third-party claims that the Vendor's software and/or documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets and will pay the amount of any resulting adverse final judgment (or settlement to which Vendor consents). Sourcewell or a Participating Entity must notify Vendor promptly in writing of the claim and give Vendor sole control over its defense or settlement. Sourcewell or a Participating Entity agree to provide reasonable assistance, cooperation, and information in defending the claim at Vendor's expense. If an infringement or misappropriation claim is fully litigated and Sourcewell or a Participating Entity's use of Vendor's Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Vendor consents) Vendor will, at Vendor's option either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party,

the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease
\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The

coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Vendor must provide 30 days notice of any change in insurance coverage at variance with the contract requirements and promptly remedy any such variance.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures

required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

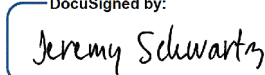
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

12/10/2020 | 9:55 AM CST

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

12/15/2020 | 11:07 AM CST

Date: _____

Tyler Technologies

DocuSigned by:

F9BA6001D8B34DA...

By: _____

Andrea Fravert

Title: Director of Legal Affairs

12/15/2020 | 8:49 AM PST

Date: _____

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name: Tyler Technologies

Does your company conduct business under any other name? If yes, please state: Maine

Address: 1 Tyler Drive
Yarmouth, Maine 04096

Contact: Ehren Morse

Email: ehren.morse@tylertech.com

Phone: 800-772-2260 4662

Fax: 207-712-6025

HST#: 75-2303920

Submission Details

Created On: Thursday July 16, 2020 08:36:29

Submitted On: Thursday September 03, 2020 16:18:31

Submitted By: Ehren Morse

Email: ehren.morse@tylertech.com

Transaction #: 2a2dd418-38ed-4881-94f8-bc0bd29d824c

Submitter's IP Address: 207.182.208.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | Tyler Technologies | * |
| 2 | Proposer Address: | 5101 Tennyson Pkwy, Plano, TX 75024 | * |
| 3 | Proposer website address: | www.tylertech.com | * |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Andrea Fravert Director of Legal Affairs 1 Tyler Drive Yarmouth, Maine 04096 1-800-772-2260 Andrea.Fravert@tylertech.com | * |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Ehren Morse Sales Operations Manager 1 Tyler Drive Yarmouth, Maine 04096 Ehren.Morse@tylertech.com 1-800-772-2260 ext. 4662 | * |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Peter Rickett VP Sales Enablement 1 Tyler Drive Yarmouth, Maine 04096 Peter.Rickett@tylertech.com 1-800-772-2260 | |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|-----------|--|--|--|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Partnering with government and schools to deliver the best technology solutions is our passion at Tyler. We have decades of experience providing software and services – beginning our exclusive focus on the public sector in 1997 – no one in the market has the breadth or the experience we have. Public sector software is not just what we do, it's all we do.</p> <p>At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. Connecting data, processes, and people makes communities safer, smarter, and more responsive to the needs of residents. When technology works seamlessly, citizens connect to their communities and are more engaged, and government and schools can efficiently serve their constituents.</p> <p>What are our values?</p> <p>Purpose – we are purpose driven.</p> <p>Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for.</p> <p>Respect – we respect our resources.</p> <p>Respect for the environment is more than a mindset; it requires real investment and focus. In 2019, we continued to make meaningful changes to our operations,</p> | |

infrastructure, and product offerings to better conserve natural resources and address environmental concerns at global and local levels.

Community – we are committed to building community.

A spirit of community is a common thread that runs through every interaction, inside and outside our organization. For our communities, this means generous giving through the Tyler Foundation, our endowment for charitable giving. It also means continuing our unique relationship with Both Ends Believing, Tyler's nonprofit partner benefiting children in institutional care around the world.

For our company, this means support for the wellness and fulfillment of our employees, as well as for a wide range of causes they care about. In 2019, our commitment to employee engagement earned us inclusion in Forbes' America's Best Midsize Employers for the second straight year.

For our clients and shareholders, this means providing peace of mind by investing in security, compliance, and privacy initiatives that meet or exceed software industry standards. We publish specific guidance on these programs on the Compliance page of our website.

Integrity – we refuse to compromise on integrity.

Every aspect of our business begins and ends with integrity. In adhering to corporate governance standards, integrity is our guiding principle and our number one requirement for success — with our team members, our clients, our shareholders, and even with our competitors. We consider integrity to be at the heart of our success and uphold it on a daily basis through careful listening, thoughtful analysis, and responsible decision making.

Company Background

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities.

Tyler empowers government and schools to create safer, smarter, and more vibrant communities through integrated solutions ranging from Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records to Public Safety and K-12 Education, and has been exclusively focused on the public sector since 1997.

Tyler was founded in 1966, incorporated in Delaware in November 1989 and is a publicly traded corporation on the NYSE (TYL) and is headquartered in Plano, TX, with 28 office locations across the U.S. and Canada.

With a client retention rate of 98%, Tyler has more than 21,000 successful installations across 10,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Tyler offers scalable products with the smallest jurisdiction (Loving County, TX with a Population of 82) to the largest (Los Angeles County, CA with a population of 10.1M), and reinvests annually into research and development (\$64M in 2019).

Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and K-12 Education. We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

Public Sector Focus

Tyler's business units have provided software and services to customers for more than fifty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on

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| | | <p>the public sector. It's 100 percent of our business.</p> <p>Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler—a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services.</p> <p>Our Experience</p> <p>Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.</p> | |
| 8 | What are your company's expectations in the event of an award? | Tyler is invested in continuing to promote and foster usage of the contract. Tyler has been able to market the benefits of our existing contract internally and externally so sales staff are empowered with knowledge to promote its use and prospective clients are aware of its availability and benefit to their agency. | * |
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 29 consecutive quarters of profitability, and a total revenue for 2019 of \$1.08 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a debt-free balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy. For additional revenue information please visit www.tylertech.com.</p> <p>Tyler's continued success validates our strategy of a singular focus of serving mission-critical needs of the public sector, backed by a strong balance sheet and strategic investments that bolster our market leadership. This singular focus is executed through multiple dimensions of products and services.</p> <p>In June of this year, Tyler was named to the S&P 500® index. This is a major achievement and milestone for Tyler reflecting Tyler's consistent growth and expanding market capitalization over the last two decades. Tyler's commitment to providing essential software and services to support the public sector remains stronger than ever.</p> <p>Please visit tylertech.irpass.com/Annual_Report_Financials to view our current annual report.</p> | * |
| 10 | What is your US market share for the solutions that you are proposing? | Gartner estimates the total market for state/local government and education (excluding higher education) to be approximately \$21B. Tyler currently estimates our addressable market in the US to be \$9 billion, of which our current market share is around 13%. | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | Tyler has an established presence in Canada with an increasing footprint and pipeline for new business. More than a third of our business units have existing clients in Canada and a strategic focus on increasing market share. | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | Tyler has never petitioned for bankruptcy protection and as described above is very proud of its financial strength with consistent long term revenue growth, a strong cash position and no current debt. | * |
| 13 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Tyler is best described as a manufacturer and service provider. A great benefit to Sourcewell members as Tyler not only develops and supports our software in house, we also have an impressive implementation team that works directly with our clients to ensure a smooth implementation. These internal teams work together seamlessly to ensure that all our products and services offered provide the best solutions to the public sector's evolving needs.</p> <p>Tyler offers a variety of solutions designed specifically for the public sector. From ERP and community development to public safety and school transportation, we provide solutions for all the public sector's needs. For Sourcewell members, that means one partner – one company to work with and solutions that were designed to work together.</p> | * |

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| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | The scope of services provided by Tyler do not include required licenses or certifications. Our proposal otherwise includes information related to certifications held by some of our personnel. | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Tyler is not, and has not been over the last ten years, suspended or debarred from procurements in its various markets. | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
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| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts; therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services.</p> <p>Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs over 5,500+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low—in recent years, about half of the industry average.</p> <p>Company Recognition Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades.</p> <p>Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.</p> <p>Innovative and Strong:</p> <ul style="list-style-type: none"> - Included in the S&P 500 (2020) - Government Technology Magazine's "GovTech Top 100 List" (2020) - ORBIE's "CIO of the Year" award (2020) - D Magazine's "CEO Financial Executives" award (2020) - Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017) - Forbes' "Most Innovative Growth Companies" list (2016, 2017) - Forbes' "America's Best Small Companies" list (nine times) - Barron's 400 Index ranking, a measure of the most promising companies in America (six times) - Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times) - Audit Integrity's "America's Most Trustworthy Companies" list (2007) <p>Employer of Choice:</p> <ul style="list-style-type: none"> - Forbes' "Best Employers for Diversity" (2019, 2020) - Forbes' "Best Employers for Women" list (2018) - Forbes' "Best Midsize Employers" list (2018) - Tyler's three Maine offices recognized as "Best Places to Work in Maine" (nine times since 2007) - The Atlanta Journal Constitution's "Top Workplaces" list (2020) - The Washington Post's "Top Workplaces" List (2020) - Dallas Morning News' "Best in DFW: Top Workplaces" recognized Tyler's Plano, Texas, office (five times) - Dayton Daily News' "Top Workplaces in the Dayton Metro Area" recognized Tyler's Moraine, Ohio, office - Tyler's Lubbock, Texas, office named to the "Best of Lubbock" list by the Lubbock Avalanche-Journal (2016 and 2017) - Detroit Free Press named Tyler's Troy, Michigan, office a top workplace (2017) - Phoenix Business Journal named Tyler's Tempe, AZ, office on Best Places to Work list (2017) |
| 17 | What percentage of your sales are to the governmental sector in the past three years | 87% or Tyler's sales have been focused on the governmental sector in the past three years. * |
| 18 | What percentage of your sales are to the education sector in the past three years | 11+% of Tyler sales focused on the education sector in the past three years. More than 37% of all of Tyler's clients are education sector related organizations. * |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Tyler is associated with CES, TIPS, TX DIR, MESC, OECM, TX Buyboard, NASPO (via Carahsoft). Additional state contracts include: Massachusetts ITS42, Missouri, New Jersey, Rhode Island, Virginia. * |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Our federal division leverages GSA IT-70 which markets Tyler's Micropact solutions and our Data & Insights division has GSA Schedule 70 GS-35F-0119Y which markets Tyler's Socrata solutions. * |

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|-------------------------------------|---|----------------|---|
| Brevard County Sheriff's Office, FL | Bob Urie - Information Technology Manager | 321.607.2697 | * |
| North Carolina Judicial Branch | Bob Fowler -Chief Business Officer | 919-890-1223 | * |
| City of Hartford, CT | Mary Pippin - ERP Manager | 860-757-9430 | * |

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|-------------------------|---------------|---------------------|---|------------------------------|----------------------------------|---|
| State of North Carolina | Government | North Carolina - NC | eCitations, eWarrants, Online Court Management System, eFiling | 26 line items under 3 Suites | \$30,209,174 | * |
| State of South Carolina | Education | South Carolina - SC | Transportation – Routing and Planning, GPS, Mobile Data Terminal, Business Intelligence Dashboard | 1 Suite | \$14,500,000 | * |
| Bexar County, TX | Government | Texas - TX | Online Court Management System, Civil Process Software, Probation Software, Jury Software, Corrections Software | 24 line items under 5 Suites | \$10,995,593 | * |
| Dallas County, TX | Government | Texas - TX | Civil Process Software, Jury Software, Court Management System | 46 line items under 3 Suites | \$10,008,902 | * |
| Franklin County, OH | Government | Ohio - OH | Appraisal Services, ePayments, ERP, Court Management Systems | 4 suites | \$9,415,143 | * |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
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| 23 | Sales force. | <p>Tyler's organization is broken down into specific business units with focused and tenured sales teams successfully supporting each business unit. Sales departments are strategically structured with ample resources that focus on Tyler's existing clients and staff that focus exclusively on prospective new clients. Tyler is very proud of and benefits from its sales force being healthily tenured. This meaningfully supports the effectiveness of our sales organization, our consultative approach to selling and our clients' satisfaction when conducting business with Tyler. This undoubtedly helps to drive Tyler's client retention rate of 98%.</p> <p>In Tyler's largest division the average tenure of our sales team is 14 years and on average across the organization sales resources have spent 9+ working at Tyler and many have had careers with applicable experience doing business with the public sector. Additionally, one out of three of Tyler's employees has worked in the public sector.</p> <p>Our sales organization consists of nearly 400 resources who help to successfully operate Tyler's sales functions and support our growing customer base with knowledgeable and focus on each and every product that is purchased by our customers. Tyler product divisions are divided into seven distinct areas: Appraisal & Tax, Courts & Justice, Data & Insights, ERP, Federal, Local Government & Public Safety and five focused solution groups: Courts & Justice, Health & Human Services, K-12 Education, Public Administration and Transformative Technology. Tyler has offices across the United States to accommodate our growing employee & customer base and provide exceptional regional support for our existing clients.</p> <p>Tyler is headquartered in Plano, Texas. We have offices throughout the U.S., two in Canada, and one in the Philippines. With Sourcewell more recent expansion into Canada, Tyler looks to continue to build on this partnership and leverage this contract and Sourcewell's partnerships to expand business in Canada going forward. Tyler has a growing number of clients in Canada.</p> <p>Internal and external sales employees are cognizant of the effectiveness and purchasing vehicles and are specifically trained on the process for utilizing Sourcewell so they can provide information efficiently and effectively to our client and prospective clients. Tyler's clients have utilized the Tyler/Sourcewell contract more than any other means of cooperative purchasing, and Tyler looks to continue to grow the partnership and the volume of business that leverages this procurement method.</p> | * |
| 24 | Dealer network or other distribution methods. | Tyler does not leverage a dealer network. We have proven success with selling direct to our customers and seamlessly integrating additional departments into each and every client relationship as customers continue their partnership with Tyler. | * |
| 25 | Service force. | Tyler actively seeks the best talent to help us implement our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused on specific products and in dedicated regions. Assembling a quality project team that suits for project needs is important. Upon award of contract, Tyler assigns a project manager and quality project team to ensure your implementation success. Tyler staff perform services in a professional, workman-like manner, consistent with industry standards. | * |

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| 26 | <p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p> | <p>Customer satisfaction is of the utmost importance to Tyler. That's why we've designed our customer support model to ensure that issues that arise are resolved within a timely manner.</p> <p>Tyler provides online and continuing education resources on its support website at www.tylertech.com/client-support.</p> <p>Support Organization</p> <p>Tyler technical support is organized by business process. Our product-specific teams allow support staff to focus on a distinct group of products and services by business process so they can handle calls quickly and accurately.</p> <p>The support product manager is responsible for the day- to-day operations of the team and ensures delivery of exceptional technical support to our clients. The team analysts and leads are responsible for assisting the team with client issues and providing ongoing team training.</p> <p>Technical support specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.</p> <p>Contacting Us to Make a Support Request</p> <p>The most efficient way to reach us is to log a support request online through Tyler's online support incidents at www.tylertech.com/client-support. You can log a case for support anytime. All data is available in real-time. Your existing contact information defaults when you create a new support case. You provide: Description, Priority, Product suite, group, and module. Best practice is to enter as the product suite and to start with the application module for all issues – the application support team will collaborate with other groups as needed for resolution. The case create-form provides unlimited space for you to describe the question or problem in detail, and you can attach files or screen capture that may be helpful to support. Use the My View screen capture tool to record the issue and attach it to the support case. As you enter your request, potential solutions are offered in the Answer Panel to the right of the case entry form. If you do not find an answer while entering your request, continue with the submit. The case is routed to the team with the experts best matched to your request. Once submitted, you will receive an automated email that includes the case number for reference.</p> <p>A Focus on Client Success</p> <p>Our mission is to deliver superior service by providing a timely response, issue resolution, and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts.</p> <p>When you contact technical support, your request is responded to by a technical support specialist who begins working on the request at first contact.</p> <p>Every contact from you is logged into our customer relationship management system. This system tracks the history of each case, including the time of first contact, priority of the issue, description of the request, support recommendations, client feedback, and resolution. A list of cases is available in real time on Tyler's support website.</p> <p>Case Priorities</p> <p>To best assist clients, we triage and monitor cases by priority. The case priority is based on your needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and for you. You are responsible for communicating the priority of the case and must contact support if the priority of an issue changes.</p> <p>Support resources are available 8:00 AM to 5:00 PM across four standard time zones (EST, CST, MST, and PST).</p> <p>Tyler has established escalation paths and severity levels that range from Critical to Non-Critical. Critical priority means an issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or a loss of multiple essential system functions for all users. Tyler aims for resolution in 1 day or less. High priority issues are ones where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data; your system is operational, but an essential piece of functionality is not working. Tyler aims for resolution in 10 days or less. Medium priority issues are non-severe issues that Tyler aims to resolve in 30 days or less. Non-Critical priority issues are a lower priority and you will work with Support as time permits. Tyler aims for resolution in 60 days or less.</p> <p>Critical Issues</p> <p>If you are experiencing a severe work stoppage that requires immediate resolution, you can log a critical case through the portal, or you can call Tyler's toll-free number (800.772.2260). If all technicians are on the line assisting other clients, you can press "0" to be redirected to the operator to page the team.</p> <p>Following-up on Open Cases</p> <p>You can monitor the status of an open issue in Tyler's online support incidents. In the portal, you can review support's last action on the case and enter new information to share with support. You can request an update by entering a note on the case in the portal, or by calling support and speaking with the assigned technician.</p> <p>Escalating a Support Case</p> <p>If your situation or issue priority has changed, or if you feel you are not receiving the service you need, please contact the appropriate support product manager to escalate. The manager will follow up on your open issue and determine the necessary action.</p> |
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| 27 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | <p>Since 1997, Tyler Technologies' singular focus has been providing software and technology services to the public sector. While this remains our focus, 2019 was a year that highlighted and amplified the multiple dimensions of our growing company.</p> <p>We serve multiple levels of public sector clients from local to national. The 2019 acquisition of Micropact added federal clients such as NASA and the Department of Justice to our extensive roster of municipalities, counties, state and other government entities.</p> <p>We engage with multiple levels of technology, from back-office systems of record that feed, access and aggregate data, to process integration with workflows across systems, to the applications that provide better access to government for community residents. We provide end-to-end software and services options designed to accommodate each client's unique situation, whether they're moving from manual processes or already engaged in advanced digital workflow.</p> <p>We deliver solutions in multiple ways. From locally installed, client-hosted systems to secure reliable cloud-based offerings, we facilitate hosting environments that work best for our clients.</p> <p>We envision a dynamic future. Our visions of helping our clients create connected communities – where data, processes, and people work together to make communities safer, smarter, and more responsive – is multilayered, with a long-term roadmap for connecting data between departments and agencies and across jurisdictions and geographical boundaries.</p> <p>We are accountable to multiple stakeholders, including public servants, community residents, our employees, and our shareholders, and we take our responsibilities to each of these groups very seriously.</p> <p>We empower the people who serve the public in multiple ways every day. Tyler's 5,500+ employees work hard every day to support our 26,000+ installations in 10,000 locations. We have public sector clients in all 50 states plus Canada, the Caribbean, Australia, Europe, and other international locations. Moreover, Tyler offers the widest range of solutions for the public sector, including: Appraisal & Tax, Civic Services, Corrections, Courts & Justing, Cybersecurity, Data & Insights, ERP Financial, Health and Human Services, Land & Official Records, Public Safety, Regulatory, School Financial, Student Information & Student Transportation.</p> <p>Tyler is willing and able to sell our best of breed products across the United States. We provide solutions to support all sizes of entities in the public sector and pride ourselves on providing unparalleled support to each and every customer with a growing array of support services to ensure that our clients' needs are met expeditiously and resolved quickly. This is appreciated by our clients and supports our client retention rate of 98%.</p> | * |
| 28 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>Tyler's EnerGov, MyCivic, Socrata, Versatrans, Odyssey and iasWorld products are all sold in Canada with dedicated sales resources focusing on this market and continuing to build market share.</p> <p>Specific to Tyler's A&T division, Tyler's experience is both deep and broad in terms of its footprint within Canada. We have been providing property assessment solutions to the Canadian market since 1992, starting with the Province of Nova Scotia. The Province of Newfoundland initially installed the Tyler solution in 1998. Along with these longtime clients, Tyler is currently in the process of implementing the iasWorld CAMA solution for British Columbia Assessment (BCA). BCA is widely regarded as one of the most advanced assessment agencies in the world, assessing nearly two million properties with a total assessed value nearing \$1.3 trillion. BCA selected Tyler's iasWorld after a competitive review process to help improve assessment quality, reduce operational and overhead costs, enhance data flow between agencies and improve employee productivity. In addition, Tyler is currently implementing the iasWorld solution in the City of Calgary. The City chose Tyler's iasWorld solution due to our experience in Canada, our appraisal expertise, the overall financial strength of the company, and our singular focus on the public section. Tyler is supporting the City of Calgary's vision of becoming a leading annual market value assessment jurisdiction.</p> | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Tyler is intent on marketing its software & service solutions across all states in the US and across Canada. | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Tyler provides solutions predominantly to Schools, Cities, Counties, Special Districts, States and Federal Organizations and is intent on maketing its solutions to these organizations across all of Sourcewell's applicable entity sectors. | * |

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| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no restrictions on Tyler's ability to conduct business in Hawaii, Alaska, or other US territories. | * |
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Table 7: Marketing Plan

| Line Item | Question | Response * | |
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| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>As a proud Sourcewell partner, Tyler Technologies actively embraces and promotes this partnership to our clients and prospects. Tyler's broad portfolio of solutions empowers the public sector to deliver quality and efficient service to their constituency — through software that provides greater transparency and accessibility, sustainable office practices, and secure data that is easy to manage and maintain. Through our Sourcewell partnership, we can deliver on this mission one step further by helping the public sector make critical software procurement decisions while reducing stress and allowing them to find a solution at the most competitive price point. To drive awareness of the Sourcewell agreement, we have strategically integrated the partnership into our corporate marketing strategy in several ways, including the following:</p> <ul style="list-style-type: none"> • Tyler has developed multiple collateral resources that speak to the advantages of using Sourcewell as a procurement tool. Our Tyler Technologies Sourcewell Flyer lives in our customer-facing resource center on Tylertech.com. We've also created a brochure titled "Making the Right Long-Term Decision: A Six-Step Approach to Purchasing New Technology" which discusses the various ways agencies begin the procurement process, which speaks to utilizing a purchasing agent like Sourcewell to help save significant time, paperwork, administration fees, and legal costs. Our Munis ERP Case Study directly references the benefits of using a Sourcewell contract in the words of Tyler's client the city of Redding, California. All these resources are available on our website Tylertech.com, but are also Google indexed, making them accessible to anyone looking for resources on these subjects or active keywords. • Our Tyler Technologies Sourcewell Flyer is also available in our sales enablement platform which enables our marketing and sales organization to send important decision-making assets to prospects and clients. • Tyler promotes Sourcewell at hundreds of trade shows nationwide every year, including industry-leading events like GFOA, where our Sourcewell banner is placed proudly in our Tyler-branded booth. Because the Sourcewell brand is so highly regarded within the public sector, this helps strengthen the brand identity of both Sourcewell and Tyler in the eyes of public sector decision makers and allows them to feel confident in the value they are receiving in the partnership. • Tyler's annual Connect client user conference draws over 6,000 government officials and decision makers in attendance. Tyler offers Sourcewell access to our Connect conference, a valuable opportunity to interact with and promote to Tyler's client base. <p>In continuing the partnership, Tyler is open and willing to explore further opportunities where the brand missions align, including:</p> <ul style="list-style-type: none"> • Upon award of contract, Tyler will produce and distribute a press release to all pertinent media outlets, and the news will be amplified via our social media channels. • Once a year, Tyler will create a thought leadership piece on the significance, benefits, and value of cooperative procurement agreements. This piece will be stored in the resource center on Tylertech.com and will be amplified via social media channels. • Tyler will continue to integrate mentions of the Sourcewell partnership into existing collateral and presentations, further promoting the partnership to both clients and prospects during webinars or in product collateral. • Tyler will incorporate Sourcewell branding into our virtual trade show exhibitor booth at various events throughout the year. When we can attend events in-person, we will incorporate the Sourcewell banner into our booth design where applicable. | * |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>As part of our corporate marketing strategy, Tyler Technologies is active on social media platforms including Twitter, LinkedIn, Facebook, and Instagram. We strategically use each platform to amplify key corporate messages through mediums like blog posts, press releases, and downloadable assets as links with UTMs. Digital marketing is a priority at Tyler Technologies, and we continue to grow our influencer network to include key partners and influential voices within our industry and verticals. Tyler is consistently featured prominently in industry and mainstream publications that reach decision makers in target markets. Tyler Technologies and Sourcewell, in this partnership, can leverage and amplify each other's industry expertise on social media, in print, and on digital platforms to hit all prospective audiences.</p> | * |

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| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events.</p> <p>Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.</p> | * |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Tyler provides e-procurement solutions to its clients. Tyler's eProcurement solutions increase efficiency by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensures purchasing requirements and needs are met while improving the organization's purchasing power.</p> <p>Tyler has provided an eprocurement punch-out to vendor-hosted websites in Tyler's Munis Purchasing and Requisition applications. This makes Munis eProcurement even more useful. Vendor punch-out allows for online shopping on a vendor's website which can be accessed and launched directly from the Munis Requisition application. When accessed, Munis users can shop the vendor's website, creating a virtual shopping cart of items. For example, a Munis user shops on the Staples.com website and builds a shopping cart of items. Once shopping is complete, the virtual shopping cart of items is instantly transferred to Munis and automatically populates a Munis requisition. Once the virtual shopping cart has been transferred to a Munis requisition, the regular Munis requisition process will be enforced. This includes allocating the requisition line items to GL accounts, checking and enforcing available budgets, following Munis requisition workflow and eventually converting to a purchase order. Once a purchase order has been created, sites have the optional functionality to electronically submit the created purchase order to the vendor.</p> <p>Currently, Tyler's own products currently are not offered via an e-procurement ordering process but Tyler is continually looking for ways to improve processes and methods for purchasing Tyler's products. The purchase of Tyler's software and service solutions is a consultative process which involves working with our customers to determine their needs and determining how best they can utilize Tyler's solutions to optimize business at their organization's operations. Tyler has a long history partnering with Sourcewell to improve procurement timelines to provide best in class software and services to the Public Sector.</p> | * |

Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|-----------|--|---|--|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Everyone's learning style is different. That's why Tyler offers several training formats to accommodate our diverse clients' needs. Training by Tyler staff provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data. Tyler believes in a train-the-trainer approach to implementation. This approach allows your resources (i.e. power users and functional leads) to be involved in the initial training and software configuration while limiting the amount of time that end users are involved in the project. The power users and functional leads are then involved in training the end user community after all configuration is complete, which helps to increase adoption, solidify knowledge transfer, and lessen resistance to training and process changes.</p> <p>A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to:</p> <ul style="list-style-type: none"> • Communicate the process to stakeholders and functional leaders • Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.) • Establish action items and link project personnel as owners • Define measurement criteria to ensure the plan has been successfully followed <p>Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience.</p> <p>Additionally, we do offer Tyler-led end user training for circumstances where the train the trainer approach is not feasible. You may contact us at any time for training on future functionality, train new users, or refresh knowledge; However, your team will have access to the tools and services designed to support your internal training leads - TylerU, Tyler Community, client support, state user groups, annual user conference, KnowledgeBase and online help. More information on these resources is provided below.</p> <p>Tyler has a longstanding track record delivering virtual implementation services. With our strong virtual capabilities, Tyler has adjusted to the current Covid-19 climate. Tyler plans to continue to deliver all training virtually, including Go Lives, until health and travel conditions stabilize. Please visit our Virtual Munis Implementations homepage for additional information regarding our proven success delivering this model.</p> <p>At this time local, state, and federal governments within the United States (US) are limiting travel within our borders and abroad. When the local and state governments start lifting restrictions, we will evaluate each project and determine which, if any, sessions cannot be delivered effectively and efficiently through virtual consultation, and only those sessions will be</p> | |

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| | | <p>considered for travel. Tyler's standard approach, under normal circumstances, is to conduct roughly 25% of all project days on-site in your facilities.</p> <p>A typical day of training is from 9:00 to 4:30 (or 8:30 to 4:00), allowing for a break for lunch and short breaks in the morning and afternoon as needed. We've found that allowing users time to return to their daily responsibilities before and after classes or sessions allows for more productivity during the session. It also allows the Tyler Implementation staff time to prepare upon arrival and follow-up afterward. The start and stop times for the training will be discussed and agreed upon by Project Management during the planning portion of the project and will be published as standard session times throughout the project.</p> <p>Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system.</p> <p>Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary.</p> <p>Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts.</p> <p>Transparency is important, that's why every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal.</p> <p>Tyler provides online and continuing education resources for our clients, including but not limited to the following resources.</p> <ul style="list-style-type: none"> • Tyler Search – an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service • Tyler Knowledgebase- a documentation library in a single, easily accessible location • Tyler Community – Tyler's online forum available 24/7 • Tyler University- Tyler's e-learning solution to enhance support and training of your employees using your data • Tyler Release Management Console- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues • Online Help- context sensitive field help and procedural information to assist your team in completing program tasks • Answer Panel- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information. • MyView- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal. • Online Support Portal- log or manage incidents and attach documentation and screenshots • GoToAssist & Bomgar- remote assistance from Support used to connect to your desktop • Phone- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed • State User Groups – forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products • Annual Conference – Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year | |
| 37 | Describe any technological advances that your proposed products or services offer. | <p>Tyler is committed to providing the best software and services to the public sector. Tyler separates our research and core development groups to ensure that Tyler remains focused on the needs of existing customers while also envisioning and executing on what our prospects will expect from our products and services in the future. Our evergreen philosophy ensures we continually provide returns on our clients' investment by refreshing the features and their underlying technology in a planned and non-disruptive approach. Our ultimate goal is for our software to be the last software license you purchase or lease. Tyler is the industry leader in this space and all efforts are geared towards increasing that leadership position. One question codifies our position, "If our clients were to re-enter the market looking for a replacement solution would the most likely outcome be them purchasing our product?" Our 98% retention rate and market leading selection rate are the metrics we use to measure the answer to this question. Providing ever increasing value for your maintenance dollars is the goal.</p> <p>Tyler values the importance of choices to our clients and is the only pure public sector provider that provides deployment options spanning on-premises, virtualized or hosted in our private cloud. Tyler also supports your right to choose the timing your upgrade so it makes sense operationally and provides tools such as Managed Internet Updater, Tyler Upgrade Assistant, Tyler University eLearning, Release/Defect Transparency Tool, Tyler Community, and Tyler Client Portal to help you not only make this decision but also prepare for it.</p> <p>AREAS OF FOCUS</p> | |

Evergreen Philosophy

As we continuously refresh our features and their underlying technology in a planned and non-disruptive approach, we provide our product upgrades free with an annual maintenance agreement. This ensures that our clients always have the latest technology.

Consumer grade User Experience

Tyler's products are designed and developed by industry experts solely focused on the public sector. This includes a conscious focus and direction that ranges from usability studies and design by our in-house experts certified by Human Factors International, to User Group and client feedback. We've reached a tipping point, for the first time in decades Baby Boomers are outnumbered in the workforce by Generation X and Millennials. Community and School Leaders of tomorrow will never remember a time when technology was not a part of their everyday lives. These generations think definitely and expect to be able to pick new systems up and make them work much like downloading a new app on their phone. Our experts understand this and are working on solutions that meet these expectations.

Getting the Technology to where the work happens

Too often today technology is used as a "back-office" system of record than an enabling tool that improves efficiency. Tyler understands this and is the only sole-focused public-sector/education solution that is predominantly based on HTML5. This allows access to the application on any device that can interpret HTML5. We also understand that workers can no longer be tied to their desk in order to work with the system. They go to meetings, conferences and other work related travel where they need system access in order to keep up with their work. Tyler delivers this through responsive solutions that are optimized for mobile form factors like tablets and phones eliminating the need for something to "wait until I get back to my desk."

RECENT ADVANCEMENTS / PRODUCT PLANS

Business Intelligence

Both Microsoft and Tyler understand business intelligence (BI). What's more, we understand that the public sector needs sound reporting options from their ERP system, and a viable means to display different views of their data quickly and easily. Together, and through the use of the widely-familiar Microsoft Excel, Tyler applications offer versatile BI and reporting solutions. Using Microsoft Services, users can use the available, pre-developed application-specific "cubes" to report on key applications areas. These cubes then let users to easily select, slice, drill into, organize, and report on exactly the data they need, in meaningful spreadsheet, chart, and graph formats.

SaaS

The SaaS model is unique and powerful in its ability to meet a variety of end-user needs. Tyler's SaaS solution allows organizations to utilize software that is hosted and administered by Tyler Technologies at a remote data center—over an Internet connection via a dedicated Virtual Private Network (VPN). With SaaS users receive built-in disaster recovery services including backup and storage of all system, data and image files in a secure off site location. This reduces their concerns about potential hardware failure, a failed or forgotten backup, or damaged and/or lost data due to a natural disaster.

Technology

Technology evolves along with our clients' needs. We continually research and test our technology delivery processing and storage methods to ensure our clients have the right tools to do their jobs quickly and efficiently. We do this by adding or enhancing hardware and software to streamline processes and provide a richer, deeper experience. Tyler will continue to provide our clients with the proper tools that meet their unique needs for each solution -- looking to customer feedback to create and enhance our solutions to better fit the needs of the public sector.

HTML5

Many of Tyler's web based solutions have been to HTML5, enabling a consistent and versatile deployment on computers and mobile devices alike.

Security

We continually work toward embracing the latest industry and cloud standards in order to ensure a reliable set of practices and controls are in place to protect your proprietary data.

Working with Geospatial Data

Tyler applications are designed to help you meet your ultimate goals of guiding orderly growth, promoting safety and livability, fostering economic vitality and encouraging community

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| | | <p>collaboration. The future direction for Tyler software leverages the latest web technologies, spatial capabilities and industry standards while remaining focused on your goals to help you attain the success you require.</p> <p>Long Term Considerations</p> <p>We've built our reputation by successfully serving thousands of clients for decades, providing industry knowledge with a professional team of experts, and committing to long-term investments that focus on our products and services. Guided by our vision to create solutions that are productive, integrated, flexible and efficient, our direction is clear: we will invest in remarkable applications, greater user experiences, and leading technology for robust, efficient management and delivery of our solutions. Going forward we will remain true to our mission statement of empowering people who serve the public, in order to make ongoing strategic investments</p> | |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for.</p> <p>Respect for the environment is more than a mindset; it requires real investment and focus. In 2019, we continued to make meaningful changes to our operations, infrastructure, and product offerings to better conserve natural resources and address environmental concerns at global and local levels.</p> <p>With approximately 5,350 team members in 2019 spread across 35 office locations, we appreciate the significance of our footprint. Our office locations represent cities and towns from coast to coast, as well as international locations.</p> <p>In addition, our products are in use at more than 10,000 client sites across the public sector, greatly extending the reach of Tyler's environmental impact.</p> <p>Our software is designed to increase efficiency throughout our clients' organizations, with many of our electronic solutions producing a dramatic reduction in fuel use and paper waste. In 2019, our electronic filing solution helped our clients save nearly 2.3 million pounds of paper, the equivalent of more than 25,000 trees.</p> <p>Through the use of document management tools with embedded workflow to reduce paper usage, we have helped save approximately 35,000 pounds of wood, 95,000 gallons of water, 80,000 pounds of carbon dioxide, and 5,000 pounds of waste.</p> <p>Environmental programs and policies in place across Tyler's major offices include:</p> <ul style="list-style-type: none"> • Installation of motion sensors and energy-efficient lighting for interior and exterior spaces • Use of building automation systems (BAS) to manage power usage • High-efficiency heating and air conditioning systems • Installation of low-flow plumbing fixtures • Commercial recycling programs • Extensive use of document management tools with embedded workflow to reduce paper usage <p>Additional environmental programs at select Tyler office locations include:</p> <ul style="list-style-type: none"> • Installation of solar panels, energy-efficient windows, and additional insulation • Incorporation of LEED standards into building improvements and new construction • Office green teams • Use of recycled and compostable paper products in cafeterias and breakrooms • Use of natural aquifers for corporate campus irrigation • Fuel-delivery service with carbon-neutral fleet to reduce carbon dioxide emissions and groundwater contamination | * |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Tyler products assist their clients with amassing data, formulating decisions and validating results in areas of results. One major focus area of conservation in the reduction of printed paper usage. With Tyler's content management, data & insights solution, online workflow and mobile solutions, there is significantly less reliance on the necessity for printed content which saves money and provides measurable efficiencies.</p> | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>Tyler has previously worked with these type organizations to meet agency needs and requirements and successfully complete awarded projects. Tyler would not be applicable for these certifications.</p> | * |

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| 41 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>We imagine that many of the solution providers evaluated by Sourcewell will have overlapping product and service offerings, but how many can say that they are solely focused on the public sector? Just one. Tyler – It's all we do. Our expertise in this area allows us to provide quality products and customer service that are in line with most needs in public sector software. Not to mention, many of our employees came directly from public sector roles – meaning our products are designed and supported by the people who know what the public sector needs.</p> <p>Solution areas:</p> <ul style="list-style-type: none"> - Appraisal & Tax - Civic Services - Corrections - Courts & Justice - Cybersecurity - Data & Insights - Disability & Benefits - ERP - Land & Official Records - Productivity Tools - Public Safety - Regulatory - School ERP - Student Information - Student Transportation <p>When you purchase software solutions from Tyler, you aren't just getting the latest software as of the date you sign your contract. You are also getting the benefit of perpetual upgrades as they happen. We deliver this without additional license fees.</p> <p>Both on-premises and SaaS clients receive new releases and upgrades for the life of their maintenance or subscription agreements. Our products are continually enhanced through a process of perpetual upgrades. This steady stream of significant yet manageable changes is deployed with minimal disruption to your operations.</p> <p>Our evergreen philosophy is a commitment to our clients.</p> <ul style="list-style-type: none"> • Your investment in our products is long term. • Your product will continue to evolve and remain a market leader. • We are continuously enhancing our products with underlying technology. • We are constantly adding new features, adding value and increasing efficiency in the public sector workplace. <p>One of our core values is community, that's why we've created many spaces, digitally and in-person, to better connect our client base with each other. Resources like our online Tyler Community platform, annual Tyler Connect user conference, and product specific state user groups meetings allow clients and staff to gather, learn, and collaborate on a variety of topics and initiatives.</p> <p>Each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. You learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients.</p> <p>Our clients' input from past conferences continues to significantly impact the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs.</p> <p>Tyler is proud of the tenure of our employees. Many employees have come directly from the public sector or have worked in roles at Tyler like implementation and support that provides them with firsthand experience and knowledge of what the public sector needs. This experience paired with the extensive hands on training provided makes our in-house experts excellent resources for our clients to rely on during implementation and beyond.</p> |
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 42 | Do your warranties cover all products, parts, and labor? | Tyler warrants its software and services as indicated in the software and services agreements included with our proposal. With few exceptions, Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities. | * |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Our software warranty requires clients have an active Maintenance or SaaS agreement. | * |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Tyler software warranty support is provided remotely. If we need to travel to a client site for warranty support, it will be at no charge to the client unless the onsite trip is caused by the client's failures to perform under the agreement. Warranty coverage for third party products and services is subject to the suppliers' terms. | * |
| 45 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | We can provide warranty service for our software and services throughout the United States and Canada. As noted above, warranty coverage for third party products and services is subject to the suppliers' terms. | * |
| 46 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | With very few exceptions, we do not offer warranties for third party software, hardware, or services. | * |
| 47 | What are your proposed exchange and return programs and policies? | Tyler Software: So long as the client has an active software maintenance or SaaS agreement, Tyler will cure Defects in its software, as defined in the applicable agreement, in accord with the applicable support call process. Tyler Services: In the event Tyler provides services not in accordance with applicable industry standards, Tyler will reperform those services at no additional cost to the client. 3rd Party Products: Warranty and exchange policies are determined by the applicable supplier and/or manufacturer. Tyler will reasonably coordinate support and warranty claims for 3rd party products resold by Tyler. | * |
| 48 | Describe any service contract options for the items included in your proposal. | Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities. Extended warranties can be leveraged through 3rd Party providers. | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
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| 49 | What are your payment terms (e.g., net 10, net 30)? | 45 days following invoice date. | * |
| 50 | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? | While we do not offer leasing or financing options directly, Tyler has occasionally coordinated client requests in order to obtain funding for their procurements. Additionally, Tyler will reasonably cooperate with clients who have exigent financial restraints in order to structure payment terms that allocate the total cost of ownership over the term of the agreement. | * |
| 51 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Tyler sales are logged into a CRM system with appropriate fields denoting Sourcewell related sales, that track deal progression and specifics. This database store data on all sales details and pertinent information. Reports can be generated from this system to produce the report format requested by Sourcewell. | * |
| 52 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, Tyler accepts Visa/Mastercard. Charges can be five thousand dollars or less. | * |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 53 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>Tyler is providing a broad range of best in class software solutions with comprehensive service offerings to the support the successful implementation of our products and continued optimization of our solutions at client sites so that they truly benefit and empower the users, their organization and their constituencies.</p> <p>Tyler's remains committed to meeting the software needs of our clients and provides both on-premise and SaaS based software offerings to support their varied needs. Our subscription based software offerings made up the majority of our new contracts in 2019 and this trend will continue upwards. Tyler's subscription based pricing lowers the cost of entry by eliminating large up-front fees and spreading costs over time. Tyler can help our clients compare all software deployment options to determine what the best investment is for their particular organization.</p> <p>Tyler provides comprehensive enterprise software that is configured specifically for each client's unique needs. The individual line items and MSRP prices are derived from a series of proprietary calculations. All pricing proposals offered to Sourcwell members will clearly show the MSRP and the applicable Sourcwell discount. This discount is limited to Tyler Software Licenses and Tyler Software License Subscriptions (SaaS) portions of the proposal and do not apply to services, annual maintenance, custom programming, third party products and services and other components of the clients proposal that are not listed as Tyler Software Licenses or Tyler Software Subscription.</p> <p>Tyler has provided a pricing summary to Sourcwell that conveys the overall discount structure and pricing examples for the offerings that Tyler will be providing on the contract. Determining the needs of our customers and the software that will be suit their organization to optimize processes is a consultative process and pricing formulation is multi-factored and involves both software and service offerings. Tyler strives to work closely with all of its prospects and clients to best understand their needs and propose services and solutions to appropriately serve their needs.</p> <p>Tyler's quotes to our customers will clearly present the actual list price and proposed discounts that have been expressed in Tyler's proposal.</p> | * |
| 54 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Tyler will discount then-current pricing by 10% for software licenses and SaaS fees for the initial term. Tyler's Socrata SaaS product offering fees will be discounted by 5% for the initial term. This discount does not extend to services pricing, (implementation focused training, project management, product development services, service subscriptions) software maintenance, or hardware. | * |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer. | Much of Tyler's pricing is based on a volume discount pricing construct. With increase in the purchase amounts of licenses or users in our subscription based pricing, the cost per license/user decreases. Client may also choose to purchase a site license for many of our subscription arrangements which allows an innumerable amounts of users access to Tyler's solution and is a appropriate and cost-savings approach for many of Tyler's clients. | * |
| 56 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Not applicable to the products and services offered by Tyler. | * |
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Elements associated with cost of acquisition will be detailed on the quote and further supported by commentary on the quote and within the contract. | * |

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| 58 | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight, delivery or shipping are additional costs and not covered by the Sourcwell agreement. All associated costs will be detailed in the clients proposal | * |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight, delivery or shipping are additional costs and not covered by the Sourcwell agreement. All associated costs will be detailed in the clients proposal | * |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | N/A | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
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| 61 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
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| 62 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. | Tyler has a quoting tool that has been programmed to factor in automated discount minimums when sales resources are generating quotes associated with Sourcwell. There tool appropriate generates quotes that are then automatically posted in Tyler's CRM database. There is full transparency as to what was quoted for each client and quotes can easily accessed and reviewed for compliancy. In CRM all quote components can be reported and a report can be generated to pull all previous quarter activity to be reviewed and analyzed for compliancy by sales, finance and legal resources. |
| 63 | Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Tyler is proposing a 2% admin fee on contracted on-premise software licenses costs and software related SaaS fees. Tyler additionally proposes a reduction in the admin fee when contracted on-premise software licenses and software related SaaS fees exceed 500K per contract. |

Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
|-----------|---|---|
| 64 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Tyler's broad solutions and product offering empowers you to deliver better and faster assistance to the public with greater transparency and accessibility, sustainable office practices, and secure data that's easy to manage and maintain.</p> <p>Tyler Technologies is committed to providing the best and broadest array of software and services to the public sector. Dedicated research and core development groups ensure Tyler remains focused on the needs of existing customers while also envisioning and executing on what prospects will expect from products and services in the future. Tyler's Evergreen Philosophy continually provides returns on our clients' investment by refreshing the features and underlying technology in a planned and non-disruptive approach.</p> <p>Tyler is please to provide to Sourcwell members a broad and comprehensive offering of Software, Services and hardware that is necessary to operate Tyler's software solutions.</p> <p>Our Software offerings are broken down into distinct solution groups:</p> <p>Appraisal & Tax:</p> <p>CAMA - Our CAMA software helps you manage all property data and every phase of the property appraisal process, including assessment administration, property maintenance, and valuation and appeals.</p> <p>Tyler additionally offers Comprehensive Tax Billing & Collection Software</p> <p>Product Solutions - iasWorld, Eagle Appraiser & Assessor, Eagle Treasurer, Incode</p> |

Property Tax Management, Munis Tax Billing & Collection

Civic Services

Tyler provides comprehensive business management, community development, community health, enterprise asset management, parks & recreation & Utility CIS solutions to thoroughly satisfy the needs of the public sector

Product Solutions – DHD, EnerGov, Incode Utility Billing, Munis Utility Billing CIS, Tyler 311, Tyler EAM, Tyler Parks & Rec, Tyler Notify

Courts & Justice

Tyler offers a comprehensive suite of software and services focused on Corrections and Courts & Justice

Product Solutions – Odyssey, Modria, Softcode, Tyler Supervision, Tyler Corrections, Incode Court

Cybersecurity

Tyler provides managed threat detection and complementary services to confront rising security risks in the public sector.

Product Solutions – Tyler Detect and additional services

Data & Insights

The Data & Insights division of Tyler provides the Socrata software-as-a-service (SaaS) platform, which is powered by the industry-leading Amazon Web Services (AWS) Cloud infrastructure. We also provide outstanding experience and solutions across planning, implementing, and executing Data and Performance management initiatives with international, federal, provincial, and local initiatives.

Product Solution - Socrata

ERP

Tyler provides Financial Management for Simplified Accounting Operations, Human Capital Management and Revenue Management solutions to facilitate community engagement and easy payment processing.

Product Solutions – ExecuTime, Incode, Munis, New World ERP, Infinite Visions, Tyler CAFR, Tyler Cashiering, Tyler HUB, Tyler Meeting Manger

Land & Official Records

Tyler provides robust county records management software and self-service applications for increased transparency and accessibility

Product Solutions – Eagle, Tyler Content Management

Public Safety

Tyler's Public Safety Solutions focus on Citation Management, Computer Aided Dispatch, Fire & EMS, Mobile Public Safety & Records

Product Solutions – Brazos, Incode Public Safety, MobileEyes, New World Public Safety

K-12 Education

Focused on schools, Tyler provides comprehensive ERP solutions targeted specifically at K-12 as well as robust SIS and Student Transportation solutions.

Product Solutions – Tyler SIS, Versatrans, Traversa, Munis, Infinite Visions, Incode

Transformative Technology

Tyler solutions provide a continuous spectrum of case management and business management solutions giving organizations the flexibility to commence application development initiatives from a variety of starting points.

Product Solutions - entellitrak

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| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Tyler has a comprehensive offering of product solutions to service the public sector's needs. These solution are broken down into the following areas : Appraisal & Tax, Civic Services, Courts & Justice, Cybersecurity, Data & Insights, ERP, Land & Official Records, Public Safety, K-12 Education & Transformative Technology. | * |
|----|--|---|---|

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|-----------|--|--|--|---|
| 66 | Enterprise resource planning (ERP) solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | Tyler provides broad, varied and comprehensive ERP solutions for the public sector | * |
| 67 | Human resource information systems (HRIS) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Tyler provides broad, varied and comprehensive HRIS solutions for the public sector | * |
| 68 | Financial management systems | <input checked="" type="radio"/> Yes <input type="radio"/> No | Tyler provides broad, varied and comprehensive Financial solutions for the public sector | * |
| 69 | Enterprise content management (ECM) solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | Tyler provides broad and comprehensive ECM solutions for the public sector | * |
| 70 | Student information systems (SIS) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Tyler provides broad and comprehensive SIS solutions for the public sector | * |
| 71 | Facility management software (FMS) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Tyler provides broad and comprehensive CMMS and FMS solutions for the public sector | * |
| 72 | Court, corrections, law enforcement, or justice system software solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | Tyler provides broad and comprehensive Courts and Justice and Public Safety related software solutions. | * |
| 73 | Municipal services, inspections, and permitting management solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | Tyler provides broad and comprehensive solutions to satisfy the Civic Service needs of the public sector | * |
| 74 | Equipment and accessories related to the offering of systems or solutions described above. | <input checked="" type="radio"/> Yes <input type="radio"/> No | Hardware is provided that is necessary to operate Tyler's solutions | * |
| 75 | Services related to the offering of systems or solutions described above. | <input checked="" type="radio"/> Yes <input type="radio"/> No | Tyler offers comprehensive service offerings to support product development and implementation services to successfully implement our products | * |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

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| 76 | <p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p> | <p>Tyler has been a long time partner of Sourcewell and past benchmarks will immediately inform current contract success. As stated earlier in contract the mix of divisional usage is broadening and Tyler will continue to work to broaden divisional usage.</p> <p>From a operational perspective, Tyler is incredibly focused on detailed metrics that relate to our customer's satisfaction and our engagement level of support with each and every customer. Tyler conducts a number of surveys to compile and analyze data and shape ongoing improvements to it's support model.</p> <p>Annual Customer Satisfaction Survey –every client who has contacted us at least once in the past year receives an on-line, anonymous survey. Results are published to senior management and also reviewed at the annual user conference with clients.</p> <p>Remote support survey – each time we connect with a client using our remote support access tool, we ask for feedback regarding our responsiveness and knowledge for that issue.</p> <p>Incident Survey – We have a 3rd party survey organization who takes a sample of our daily incidents and surveys clients. They measure Courtesy, Knowledge, Timeliness Quality, and overall satisfaction. Each month we take our average monthly customer satisfaction scores and compare them to the industry average. This report gets reviewed by senior management.</p> |
| 77 | <p>Describe connectivity and integration capabilities between your offered solution(s) and other software systems.</p> | <p>Tyler solutions offer a variety of methods of interfacing with external third-party systems, including file-based import and exports and real-time web service integration through plug-and-play App Connectors, and API Toolkits and Connectors.</p> <p>Full Integrated Solutions</p> <p>When evaluating a new ERP system, it is very common clients are looking to replace several disparate systems with a single, integrated ERP solution. Since Tyler solutions are integrated with one another, many existing interfaces are commonly eliminated when moving from several disparate systems.</p> <p>File-based integration</p> <p>Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing.</p> <p>Many imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported data. Only after all workflow rules are been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time.</p> <p>Microsoft Office Integration</p> <p>Tyler applications are designed to easily integrate with the Microsoft Office suite. Data can be exported to Microsoft Word directly from many Tyler applications. Some applications also leverage Word's mail merge functionality allowing users to easily create and maintain form templates for completely customized presentation of application data. Word Mail Merge exports can also be automatically archived to Tyler Content Manager for quick retrieval at any time.</p> <p>Applications include a variety of integrations with Microsoft Excel. Users can easily export application data directly to Microsoft Excel from most applications. Excel exports are not just raw data dumps; exported data maintains the same formatting as the application including dates and currency. Many exports include a link back to the corresponding record in application. Microsoft Excel is also one of many formats supported for bulk data exports and imports, which can be scheduled for automated processing.</p> <p>Finally, many Tyler applications include integration with Microsoft Exchange calendars for appointments and meetings. Email notifications and alerts can be sent using most email servers, including Microsoft Exchange</p> <p>'Plug-and-Play' Application Support</p> <p>Tyler solutions include plug-and-play integrations for a variety of third-party applications</p> |

through pre-packaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure.

API Toolkits and API Connectors

API (Application Programming Interface) Toolkits and API Connectors add value to your organization by enabling you to create your own integrations to share data between Tyler and non-Tyler applications.

API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of integration such as third-party cashiering, IVR, or applicant tracking systems.

Tyler's API Developer Portal serves as a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data.

The API Developer Portal features include:

- Simplified, structured API documentation
- Industry standard OpenAPI 3.0 interface
- OAuth 2.0 API authentication through Tyler Identity
- Data models and examples for each resource
- Produces HTTP URI and CURL commands to exercise resources from within the documentation and return data
- Real-time validation
- Standard HTTP status codes
- Documentation to aid in identifying and understanding normal resources used to complete a given integration.

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| 78 | Describe your migration, customization, and upgrade processes. | <p>The data conversion process can be the most time-critical element of your project plan. Tyler develops crucial steps in our implementation process to support a successful data conversions plan. Our resources conduct hundreds of data conversions every year mapping legacy data through custom written programs. Your Tyler implementation team guides you through the process, starting with conversion analysis and mapping, followed by interactive data conversions and validations, and ending with final testing and loading into your production environment. Within three implementation stages, critical data conversion work packages outline the steps needed.</p> <p>Client technical lead(s) are responsible for exporting data from your legacy system. They present this export in the required format to Tyler's data expert(s). Tyler's data experts use custom written programs to convert your legacy data into conversion packages. Conversion passes are sent back to client conversion lead(s) for proofing, validation, and balancing. Client technical lead(s) may be re-engaged by client conversion lead(s) where necessary to modify legacy data in your current system. Once the final conversion pass is approved and signed off, it is ready to be loaded into production for processing.</p> <p>Data Conversion Standards & Responsibilities</p> <p>While Tyler's data conversions team has extensive experience with data mining, conversion, and migration, it is your responsibility to provide Tyler with readable conversion data and to review the converted data for accuracy and completeness. Tyler recommends that you conduct due diligence to ensure that your team delivers clean data, to make data validation efforts seamless resulting in a high-quality migration.</p> <p>Customization</p> <p>Client feedback is essential to Tyler and we value our clients time and effort to documenting suggestions. Every year the Munis product incorporates more than 1,000 specific functional enhancements. Your suggestions are the driving force behind these changes.</p> <p>While some modifications are determined and scheduled at the time of contract signing, more commonly, additional ideas and needs may become evident as users utilize the software during implementation and beyond. Tyler offers two options for clients to voice their product feedback: (a) client product suggestions, and (b) requests for quotes.</p> <p>Upgrades</p> <p>Upgrades occur periodically and are initiated by the client at any time via the Internet through a process called Live Update, making the process as convenient as possible for our clients. Patches and fixes are provided to the client through Live Update as well.</p> <p>Our evergreen development philosophy has been a strong differentiator that separates us from our competitors and provides a significant cost savings to our family of clients. Through evergreen, our clients receive the latest technology developments, releases, and updates without paying additional license fees – for the life of their Tyler product. While this has provided our clients with a return on investment that is unrivaled in our industry, the frequency and complexity of software releases can sometimes create a consumption gap for our clients.</p> <p>The gap exists when new features are released and, over time, users don't learn and apply these features to their work environments. EverGuide® is a Tyler-wide continuous improvement initiative to address the consumption gap. With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product over time. Through our EverGuide initiative, we will:</p> <ul style="list-style-type: none"> • Help clients better leverage product enhancements • Provide a workflow "maturity model" for clients to follow • Offer strategic planning services and training resources • Offer a client executive program to help clients build and implement a continuous improvement plan • Provide domain expertise, with defined integration points and common support methodology | * |
| 79 | Describe your data integrity and protection standards, data backup, recovery and secure storage solutions. | <p>Tyler applications use a combination of database constraints and robust application level business logic to ensure data integrity.</p> <p>Due to the integrated nature of Tyler applications, single "master records" are shared across multiple products. This ensures one data record is maintained across multiple applications, eliminating the need to "sync" or manually entering duplicate data in multiple areas. Most data entry involved choosing records from pre-defined tables maintained by application administrators rather than entering data free form. Tyler applications follow best practice database rules for transaction rollbacks. Any in-flight transactions that are interrupted between a begin work and commit work, will roll back to the previous commit.</p> | |

Tyler Security Controls

Tyler employs a full-time application security team dedicated to continuously reviewing and enhancing the security posture of Tyler's products. Tyler uses enterprise level dynamic and static security scanning tools as part of our software development life cycle. In addition to scanning tools, Tyler's application security team executes manual assessments on all products using a testing methodology based upon the OWASP Testing Framework.

Application Security Controls

In-transit application data is encrypted over HTTPS and at-rest data encrypted through storage array level encryption.

Tyler applications require end-user authentication through Active Directory or application accounts, and employ a comprehensive Role Based Access Control (RBAC) security model. Integrated RBAC controls facilitate the management of application access through groups of permissions - roles - and assigning those roles to any number of users. This allows administrators to maintain access for multiple users who may share common responsibilities simultaneously rather than on an individual, user basis.

Roles can be created and customized to offer an extremely flexible level of access control within each application suite. This includes product, module and menu item access (i.e. what programs can users open), functional access (i.e. what processes can users perform) and finally, record-based and, where available, field level access (i.e. what data can users see). Role permissions can also span multiple modules within each application providing easy administration for those individuals who may "wear multiple hats". If overlapping or conflicting permissions are applied to a user, the highest priority / least restrictive access is granted to that user.

Once application roles are created, user accounts are added to the system, either manually or imported from Active Directory and roles are then assigned to a user, providing access to the system. All of this is done using easy-to-use, integrated applications, requiring very little technical expertise.

Administrative Security Controls

Tyler's Human Resource department follows standard recruitment, hiring, and termination processes. Every employee is subject to a background check prior to hire. Upon hire, all employees are required to sign an employee handbook acknowledgement, which includes security policies, and sign a confidentiality/non-disclosure agreement. All employees must complete and acknowledge corporate security awareness training annually.

Tyler implements a role-based access control methodology to ensure only authorized people with a need for access are given it. To the extent Tyler users have access, Tyler employs a least-privileged access strategy, meaning that individuals are given and use only the least administrative rights possible to do the task at hand. Tyler compliments these strategies with controls and monitoring to ensure only those authorized users can access the systems allowed.

Tyler SaaS Hosting Security Controls

Tyler SaaS Hosting Operations employ best practice security controls and are subject to annual assurance audits. Audits include SOX-404 Financial and IT General Control conducted by an independent CPA firm, SOC 1 Type 2 and SOC 2 Type 2 conducted by an independent AICPA firm, and PCI Security Council PA-DSS and PCI-DSS validation for Tyler's payment and payment gateway applications.

Physical Security Controls

Using proximity key card entry systems and cameras, access to Tyler SaaS data centers is restricted to authorized personnel only. Data center entry attempts audited regularly by internal staff and external auditors. Tyler hosting services also include a dedicated Network Operations Center (NOC) for 24x7 monitoring of system utilization and network activity.

Technical Security Controls

Tyler SaaS employs a variety of industry-standard solutions for monitoring and intrusion detection and prevention. Firewalls include Intrusion Protection System (IPS) modules to detect and prevent intrusions. A variety of routine scans are performed regularly including vulnerability scans, anti-malware monitoring, external penetration tests, and static and dynamic security scanning. Tyler also leverages a third-party service for DDoS detection and mitigation.

On-premises Hosting

Tyler applications are based on industry standard technologies, supported in a variety

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| | | <p>of deployments. Tyler recommends any industry standard third-party backup solution to manage on-premises backups. Backup procedures can be customized to the clients' expectations of recovery and down time in the event of a disaster.</p> <p>Tyler Disaster Recovery Services for On-premises Hosting</p> <p>Tyler Disaster Recovery Services is an optional disaster recovery (DR) service for on-premises hosted clients provided by Tyler Technologies. This service ensures continued access to client hosted Tyler product data in the event of a natural or man-made disaster. Tyler Disaster Recovery Services takes nightly backups of your organization's Tyler product data and, in the event of a disaster declaration, works in conjunction with Tyler Hosting Services to create a temporary hosted environment that can be accessed remotely throughout the disaster event, minimizing lost operating time.</p> <p>Tyler SaaS</p> <p>Tyler maintains two primary datacenters for hosted customers. One is owned by Tyler, located in Yarmouth, ME, and the other is a colocation facility, DataBank, located in Dallas, TX in the old Federal Reserve Building, originally built to withstand a nuclear disaster.</p> <p>Tyler SaaS data centers are built around enterprise compute systems running virtualized Windows Server and SQL Server environments. Three Tiers of storage are utilized providing varying levels of performance resiliency. Firewalls, routers, and storage are all setup in a highly available configuration. Tyler data centers are serviced by multiple power providers and include backup power in the event of power loss from all power providers. Multiple internet service providers are employed across multiple hub sources bandwidth is drawn from different hub locations and to mitigate the risk of a data center Internet outage.</p> <p>Data center servers, HVAC units, and smart devices on cabinet power strips all have the capabilities of notifying appropriate personnel of events such as power outages, server over-heating, humidity, and room temperature abnormalities.</p> <p>Full server snapshots are performed daily after normal business hours. Through the Tyler SaaS Cloud Admin Portal, clients can also create on-demand application database backups at any time. Clients can request data restored from backups as defined through application-specific retention policies. Data is replicated between each data center nightly using an enterprise backup solution through virtual infrastructure snapshots. Tyler employs a documented Disaster Recovery Plan which is tested annually, and backup restore tests are performed weekly. Guaranteed recovery point objective (RPO) and recovery time objective (RTO) are 24 hours with standard services. Business continuity options with lower RTO and RPO are available for an additional fee.</p> |
| 80 | Describe your strategy related to implementation, integration and use of installation partners. | <p>Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. While each Project is unique, all will follow Tyler's six-stage methodology: Initiate and Plan, Assess and Define, Prepare Solution, Production Readiness, Production, and Close. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.</p> <p>Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity and organizational needs.</p> <p>The methodology adapts to both single-phase and multiple-phase projects. To achieve Project success, it is imperative that both Client and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Client and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Client's business processes are assessed, configured, validated, and refined cyclically in line with the project budget.</p> <p>The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to, efficiently and effectively complete the Project.</p> <p>Tyler has vetted third parties we partner with to enhance our client experience. Unless otherwise stated all installation and services are provided by Tyler staff.</p> |

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| 81 | Identify any mobile applications available for your offered solutions, if applicable. | Tyler provides web-based platform agnostic solutions, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or mobile device. Tyler also offers a variety of native mobile apps to better leverage device resources such as GPS or camera and integrated store-and-forward functionality allow using apps without a data connection and automatically syncs when back online. | * |
|----|---|---|---|

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Tyler Technologies - 2019 Annual Report.pdf - Thursday September 03, 2020 13:58:23
 - [Marketing Plan/Samples](#) - Tyler Technologies Product Brochures.pdf - Thursday September 03, 2020 15:09:07
 - [WMBE/MBE/SBE or Related Certificates](#) - Enterprise_Group_Form_Contract_-_3Q19.pdf - Thursday September 03, 2020 15:21:18
 - [Warranty Information](#) - Enterprise_Group_Form_Contract_-_SAAS_-_4Q19.pdf - Thursday September 03, 2020 15:21:25
 - [Pricing](#) - Tyler Technologies _Sourcewell Pricing_Discount Summary.pdf - Thursday September 03, 2020 15:10:41
 - [Additional Document](#) - 2020 NWPS Pricebook Revision 1 081720.pdf - Thursday September 03, 2020 15:12:07

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrea Fravert, Director of Legal Affairs, Tyler Technologies

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| Addendum_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM | <input checked="" type="checkbox"/> | 4 |
| Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM | <input checked="" type="checkbox"/> | 3 |
| Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM | <input checked="" type="checkbox"/> | 1 |



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

Staff Report

Item No: 5-3

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager / Admin. Services Director
Date: June 18, 2021 **Meeting Date:** July 6, 2021
Subject: Agreement between the City of Lemoore and Price Paige & Company for Implementation Services Related to the New Enterprise Resource Planning (ERP) Software

Strategic Initiative:

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

Proposed Motion:

Approve the agreement between the City of Lemoore and Price Paige and Company for their services related to ERP implementation, and authorize the City Manager, or designee, to execute all related documentation.

Subject/Discussion:

The City of Lemoore is in need of a new software system to consolidate City functions and to enhance efficiency and productivity. City staff is recommending that the City Council approve a contract with Tyler Technologies for the MUNIS platform which will include functions related to finance, human resources, planning and buildings, fleet services and other divisions.

In order to effectively implement the new software, the City's chart of accounts must be modified and appropriate internal controls must be established with end users and the new platform. Additionally, reconciliations must be performed between our current system and the new system.

Price Paige & Company has served as the City's financial consultant for several years, and has played a vital role in assisting City staff in implementing best practices facilitating year-end close procedures, producing financial statements, and coordinating the year-

end audit. Implementation of new software will have an impact on the audit scheduling and processes. In order to ensure a smooth audit process and transition between the old and new software, it is recommended that the City contract with Price Paige & Company for services related to implementation of the new software. The scope of the contract includes:

- Analysis and update of the City's chart of accounts, including its fund, department, and account structure.
- Development and setup of the user access controls in accordance with City internal control policies and procedures.
- Setup and implementation of all ERP software modules to ensure automated transactions are being recorded to the general ledger in accordance with generally accepted accounting principles.
- Reconciliation of general ledger activity and balances between the City's old and new ERP software to ensure a smooth transition to the audit for the fiscal year ended June 30, 2022.
- Communicate with the City's external auditor regarding any questions related to the ERP software conversion and its effect on the general ledger and financial statements.

Implementation of the new software will be a lengthy and challenging process. The City does not currently employ enough individuals to facilitate the implementation process, year-end audit and daily functions; assistance from other entities is imperative for a successful transition.

Financial Consideration(s):

The cost of the contract is \$50,000 for Fiscal Year 2022 and is included in the FY 2022 Adopted Budget.

Alternatives or Pros/Cons:

Pros:

- Improved efficiency
- Increased services to the citizens of Lemoore
- Integration of City processes and procedures

Cons:

- Cost of the system

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

City staff recommends that City Council approve the contract with Price Paige and Company and authorize the City Manager, or designee, to execute all related documentation.

Attachments:

☐ Resolution:

Review:

☒ Asst. City Manager

Date:

07/01/2021

| | | |
|---|---|------------|
| <input type="checkbox"/> Ordinance: | <input checked="" type="checkbox"/> City Attorney | 07/02/2021 |
| <input type="checkbox"/> Map | <input checked="" type="checkbox"/> City Clerk | 07/02/2021 |
| <input type="checkbox"/> Contract | <input checked="" type="checkbox"/> City Manager | 07/01/2021 |
| <input checked="" type="checkbox"/> Other | <input checked="" type="checkbox"/> Finance | 07/01/2021 |
| List: Engagement Letter | | |



June 28, 2021

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

Dear Mr. Olson:

This letter confirms the engagement of Price Paige & Company by the City of Lemoore (the "City") as of and for the year ending June 30, 2022.

The professional consulting services we currently expect to provide include assistance with the implementation of the City's ERP software in the following areas:

- 1) Analysis and update of the City's chart of accounts, including its fund, department, and account structure. This would include a reconciliation of prior year account balances to the new structure and the preparation of the grouping schedule required for financial statement preparation.
- 2) Development and setup of the user access controls in accordance with City internal control policies and procedures.
- 3) Setup and implementation of all ERP software modules to ensure automated transactions are being recorded to the general ledger in accordance with generally accepted accounting principles.
- 4) Reconciliation of general ledger activity and balances between the City's old and new ERP software to ensure a smooth transition to the audit for the fiscal year ended June 30, 2022.
- 5) Communicate with the City's external auditor regarding any questions related to the ERP software conversion and its effect on the general ledger and financial statements.

All workpapers or other documents used by us during this engagement will be maintained in segregated files, and such originals and all copies will be returned to you upon the completion of our engagement.

Electronic Data Communication and Storage and Use of Third-Party Service Provider

In the interest of facilitating our services to the City, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the City may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611

tel 559.299.9540
fax 559.299.2344

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing necessary tasks as requested by our consulting team. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

It is our policy to keep records related to this engagement for a minimum of seven years after the report release date.

Our fee for the accounting consultation to assist the City in providing the above services will be \$50,000 for the year ending June 30, 2022, which is based on expected hours required to perform the service at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your consulting engagement. Our billing rates are reviewed annually and, where appropriate, adjusted for any increases due to inflation and other factors. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred. Our fee estimate is based on anticipated cooperation from your personnel and assumption that unexpected circumstances will not be encountered. If significant time is necessary, we will discuss it with you before we incur additional costs. The fees for these services will be billed at the hourly billing rate for the individual involved, plus out-of-pocket expenses.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

If information becomes known that would make our continued involvement in this engagement inappropriate, or parties involved change, we reserve the right to withdraw from this engagement. In addition, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty. In no event will our firm be liable for incidental or consequential damages resulting from our performance on this engagement, even if we have been advised of the possibility of such damages.

If these terms are in accordance with your understanding and meet with your approval, please return a signed copy via email or regular mail at your earliest convenience. This agreement will become effective when you return the signed copy to us.

If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to describe these revisions in an addendum to this letter.

Sincerely,



Joshua Giosa, CPA
Price Paige & Company

RESPONSE:

This letter correctly sets forth the understanding of the **City of Lemoore, California**.

Management Signature

Title

Date



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

Staff Report

To: Lemoore City Council
From: Marisa Avalos, City Clerk
Date: June 28, 2021 **Meeting Date:** July 6, 2021
Subject: Activity Update

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

Reports

- | | |
|-------------------------------|---------------|
| ➤ Warrant Register – FY 20/21 | June 11, 2021 |
| ➤ Warrant Register – FY 20/21 | June 16, 2021 |
| ➤ Warrant Register – FY 20/21 | June 25, 2021 |
| ➤ Warrant Register – FY 20/21 | June 30, 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

PEI
DATE: 06/10/2021
TIME: 16:43:11

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4211 - CITY COUNCIL

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4980 | | | | | | | | | |
| 12/21 | 06/10/21 | | | 10822 | 5609 LOZANO SMITH, LL | | 1,618.19 | .00 | PROFESSIONAL SERVICES |
| TOTAL | | | | | | .00 | 1,618.19 | .00 | |
| TOTAL | | | | | | .00 | 1,618.19 | .00 | |

PEI
DATE: 06/10/2021
TIME: 16:43:11

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------|----------|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4980 | | | | | | | | | |
| | 12/21 | 06/10/21 | 21 | 10822 | 5609 LOZANO SMITH, LL | | 2,269.89 | .00 | PROFESSIONAL SERVICES |
| | 12/21 | 06/10/21 | 21 | 10822 | 5609 LOZANO SMITH, LL | | 2,846.90 | .00 | PROFESSIONAL SERVICES |
| | 12/21 | 06/10/21 | 21 | 10822 | 5609 LOZANO SMITH, LL | | 1,063.30 | .00 | PROFESSIONAL SERVICES |
| | 12/21 | 06/10/21 | 21 | 10822 | 5609 LOZANO SMITH, LL | | 274.40 | .00 | PROFESSIONAL SERVICES |
| | 12/21 | 06/10/21 | 21 | 10822 | 5609 LOZANO SMITH, LL | | 34.30 | .00 | PROFESSIONAL SERVICES |
| TOTAL | | | | | LEGAL EXPENSE | .00 | 6,488.79 | .00 | |
| TOTAL | | | | | CITY MANAGER | .00 | 6,488.79 | .00 | |

PEI
DATE: 06/10/2021
TIME: 16:43:11

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4389 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10824 | 6245 MOORE TWINING AS | | 35.00 | .00 | RETURN CHECK FEE |
| TOTAL | | | | | | .00 | 35.00 | .00 | |
| 4980 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10822 | 5609 LOZANO SMITH, LL | | 137.20 | .00 | PROFESSIONAL SERVICES |
| TOTAL | | | | | | .00 | 137.20 | .00 | |
| TOTAL | | | | | | .00 | 172.20 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4980 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10822 | 5609 LOZANO SMITH, LL | | 2,777.70 | .00 | PROFESSIONAL SERVICES |
| TOTAL | | | | | | .00 | 2,777.70 | .00 | |
| TOTAL | | | | | | .00 | 2,777.70 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 107.16 | .00 | A19 BULB |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 43.94 | .00 | D ALK BATTERY |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 67.54 | .00 | D ALK BATTERY |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 11.79 | .00 | CLR PLAS CLEANER |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 230.43 | .00 | |
| 4220S | | | | | STREETS-OPERATING SUPPLIE | | | | |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 22.51 | .00 | GE 2PK 15W SW A19 BUL |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 183.30 | .00 | REFUSCAN |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 222.95 | .00 | HOMEPRO BOWL BRUSH |
| TOTAL | | | | | STREETS-OPERATING SUPPLIE | .00 | 428.76 | .00 | |
| 4350 | | | | | REPAIR/MAINT SERVICES | | | | |
| 12/21 | 06/10/21 | 21 | 10357 -02 | 10803 | 6597 AIRWORX | | 4.96 | -4.96 | CHANGE ORDER 1- ADD FUNDS |
| 12/21 | 06/10/21 | 21 | 10357 -03 | 10803 | 6597 AIRWORX | | 53.35 | -53.35 | CHANGE ORDER 2- ADD FUNDS |
| 12/21 | 06/10/21 | 21 | 10357 -04 | 10803 | 6597 AIRWORX | | 5,841.69 | -5,841.69 | CHANGE ORDER - 3 ADD FUN |
| 12/21 | 06/10/21 | 21 | 10820 -01 | 10839 | 2903 W.L. JONES JR. | | 1,236.35 | -1,236.35 | CLEAN CARPETS AND FUNITUR |
| TOTAL | | | | | REPAIR/MAINT SERVICES | .00 | 7,136.35 | -7,136.35 | |
| 4995 | | | | | RISK MANAGEMENT EXPENSE | | | | |
| 12/21 | 06/10/21 | 21 | 10847 -02 | 10816 | 0242 JORGENSEN COMPAN | | 1,420.63 | -1,420.63 | FIRE EXTINGUISHER SERVICE |
| 12/21 | 06/10/21 | 21 | 10847 -04 | 10816 | 0242 JORGENSEN COMPAN | | 168.02 | -168.02 | FIRE EXTINGUISHER SERVICE |
| 12/21 | 06/10/21 | 21 | 10847 -05 | 10816 | 0242 JORGENSEN COMPAN | | 190.69 | -190.69 | FIRE EXTINGUISHER SERVICE |
| 12/21 | 06/10/21 | 21 | 10847 -06 | 10816 | 0242 JORGENSEN COMPAN | | 936.16 | -936.16 | FIRE EXTINGUISHER SERVICE |
| TOTAL | | | | | RISK MANAGEMENT EXPENSE | .00 | 2,715.50 | -2,715.50 | |
| TOTAL | | | | | MAINTENANCE DIVISION | .00 | 10,511.04 | -9,851.85 | |

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DATE: 06/10/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10805 | 3010 THE ANIMAL HOUSE | | 42.85 | .00 | DIAMOND PRO |
| 12/21 | 06/10/21 | 21 | | 10805 | 3010 THE ANIMAL HOUSE | | 42.85 | .00 | PB89 DIAMOND |
| TOTAL | | | | | | .00 | 85.70 | .00 | |
| 4310 | | | | | | | | | |
| | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10817 | 5035 LEMOORE ANIMAL C | | 38.00 | .00 | OFFICE VISIT |
| TOTAL | | | | | | .00 | 38.00 | .00 | |
| 4980 | | | | | | | | | |
| | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10822 | 5609 LOZANO SMITH, LL | | 240.10 | .00 | PROFESSIONAL SERVICES |
| 12/21 | 06/10/21 | 21 | | 10822 | 5609 LOZANO SMITH, LL | | 274.40 | .00 | PROFESSIONAL SERVICES |
| TOTAL | | | | | | .00 | 514.50 | .00 | |
| TOTAL | | | | | | .00 | 638.20 | .00 | |

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DATE: 06/10/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/10/21 | 21 | | 10834 | 7220 PLAIN INSANE GRA | | 58.99 | .00 | UNIFORMS |
| 12/21 | 06/10/21 | 21 | | 10834 | 7220 PLAIN INSANE GRA | | 67.02 | .00 | CORE SHOFT SHELL JACK |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 48.23 | .00 | SPUN POLY CARTIDGE |
| 12/21 | 06/10/21 | 21 | 10848 -01 | 10834 | 7220 PLAIN INSANE GRA | | 528.80 | -528.80 | L-XL FLEXFIT HATS |
| 12/21 | 06/10/21 | 21 | 10848 -02 | 10834 | 7220 PLAIN INSANE GRA | | 47.49 | -47.49 | ASSISTANT CHIEF POLO |
| 12/21 | 06/10/21 | 21 | 10848 -03 | 10834 | 7220 PLAIN INSANE GRA | | 41.78 | -41.78 | TAX |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 792.31 | -618.07 | |
| 4230 | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 53.61 | .00 | BATTERY CHARGER |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 6.10 | .00 | ROPE/HANDLE |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 59.71 | .00 | |
| 4980 | | | | | LEGAL EXPENSE | | | | |
| 12/21 | 06/10/21 | 21 | | 10822 | 5609 LOZANO SMITH, LL | | 51.45 | .00 | PROFESSIONAL SERVICES |
| TOTAL | | | | | LEGAL EXPENSE | .00 | 51.45 | .00 | |
| TOTAL | | | | | FIRE | .00 | 903.47 | -618.07 | |

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DATE: 06/10/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4330 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10811 | 6405 EINERSON'S PREPR | | 493.39 | .00 | LEMOORE CORRECTION NO |
| TOTAL | | | | | | .00 | 493.39 | .00 | |
| TOTAL | | | | | | .00 | 493.39 | .00 | |

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DATE: 06/10/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4980 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10822 | 5609 LOZANO SMITH, LL | | 240.10 | .00 | PROFESSIONAL SERVICES |
| TOTAL | | | | | | .00 | 240.10 | .00 | |
| TOTAL | | | | | | .00 | 240.10 | .00 | |

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DATE: 06/10/2021
TIME: 16:43:11

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='vm061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-------------------|
| 4340 | | | | | | | | | |
| | | | | | UTILITIES | | | | |
| 12/21 | 06/10/21 | 21 | | 10828 | 0363 PG&E | | 349.90 | .00 | 04/24/21-05/24/21 |
| 12/21 | 06/10/21 | 21 | | 10833 | 0363 PG&E | | 73.96 | .00 | 04/24/21-05/24/21 |
| 12/21 | 06/10/21 | 21 | | 10829 | 0363 PG&E | | 7,267.37 | .00 | 04/17/21-05/17/21 |
| 12/21 | 06/10/21 | 21 | | 10826 | 0363 PG&E | | 67.24 | .00 | 04/20/21-05/18/21 |
| 12/21 | 06/10/21 | 21 | | 10832 | 0363 PG&E | | 41.02 | .00 | 04/30/21-05/31/21 |
| 12/21 | 06/10/21 | 21 | | 10827 | 0363 PG&E | | 22.47 | .00 | 04/30/21-05/31/21 |
| TOTAL | | | | | UTILITIES | .00 | 7,821.96 | .00 | |
| TOTAL | | | | | STREETS | .00 | 7,821.96 | .00 | |

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DATE: 06/10/2021
TIME: 16:43:11

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 9.43 | .00 | GORILLA TAPE |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 19.03 | .00 | STL WOOL PAD |
| 12/21 | 06/10/21 | 21 | 10362 -01 | 10840 | 0474 WEST VALLEY SUPP | | 67.48 | -67.48 | PARK SPRINKLERS AND SUPPL |
| 12/21 | 06/10/21 | 21 | 10362 -01 | 10840 | 0474 WEST VALLEY SUPP | | 434.43 | -434.43 | PARK SPRINKLERS AND SUPPL |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 94.83 | .00 | WHT GORI TAPE |
| 12/21 | 06/10/21 | 21 | | 10840 | 0474 WEST VALLEY SUPP | | 136.74 | .00 | TRASH GATOR 33IN HAND |
| 12/21 | 06/10/21 | 21 | | 10840 | 0474 WEST VALLEY SUPP | | 256.69 | .00 | HUNTER ACC DECODER |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 1,018.63 | -501.91 | |
| 4340 | | | | | | | | | |
| | | | | | UTILITIES | | | | |
| 12/21 | 06/10/21 | 21 | | 10831 | 0363 PG&E | | 1,983.49 | .00 | 04/30/21-05/31/21 |
| TOTAL | | | | | UTILITIES | .00 | 1,983.49 | .00 | |
| TOTAL | | | | | PARKS | .00 | 3,002.12 | -501.91 | |

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DATE: 06/10/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 12
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|------------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | OPERATING SUPPLIES |
| 12/21 | 06/10/21 | 21 | 10727 | -01 10809 | 2454 DELL MARKETING L | | 1,161.92 | -1,161.92 | DELL LATITUDE 5520 |
| 12/21 | 06/10/21 | 21 | 10727 | -03 10809 | 2454 DELL MARKETING L | | 5.00 | -5.00 | ENVIRONMENTAL FEE |
| 12/21 | 06/10/21 | 21 | 10727 | -04 10809 | 2454 DELL MARKETING L | | 70.74 | -70.74 | TAX |
| TOTAL | | | | | | .00 | 1,237.66 | -1,237.66 | |
| | | | | | | | | | OPERATING SUPPLIES |
| 4340 | | | | | | | | | |
| | | | | | | | | | UTILITIES |
| 12/21 | 06/10/21 | 21 | | 10825 | 7070 PANTERRA NETWORK | | 1,566.17 | .00 | 05/01/21-06/30/21 |
| TOTAL | | | | | | .00 | 1,566.17 | .00 | |
| | | | | | | | | | UTILITIES |
| TOTAL | | | | | | .00 | 2,803.83 | -1,237.66 | |
| | | | | | | | | | INFORMATION TECHNOLOGY |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| | | | | | | | | | PROFESSIONAL CONTRACT SVC |
| 12/21 | 06/10/21 | 21 | | 10812 | 6115 EMPLOYEE RELATIO | | 272.25 | .00 | BACKGROUND |
| 12/21 | 06/10/21 | 21 | | 10810 | 2399 DEPARTMENT OF JU | | 96.00 | .00 | FINGERPRINTS |
| TOTAL | | | | | | .00 | 368.25 | .00 | |
| 4320 | | | | | | | | | |
| | | | | | | | | | MEETINGS & DUES |
| 12/21 | 06/10/21 | 21 | 10346 | -01 10806 | 2836 THE BODY SHOP HE | | 200.00 | -200.00 | MONTHLY CHARGE FOR CITY E |
| TOTAL | | | | | | .00 | 200.00 | -200.00 | |
| 4980 | | | | | | | | | |
| | | | | | | | | | LEGAL EXPENSE |
| 12/21 | 06/10/21 | 21 | | 10822 | 5609 LOZANO SMITH, LL | | 154.35 | .00 | PROFESSIONAL SERVICES |
| 12/21 | 06/10/21 | 21 | | 10822 | 5609 LOZANO SMITH, LL | | 6,683.53 | .00 | PROFESSIONAL SERVICES |
| 12/21 | 06/10/21 | 21 | | 10822 | 5609 LOZANO SMITH, LL | | 977.55 | .00 | PROFESSIONAL SERVICES |
| TOTAL | | | | | | .00 | 7,815.43 | .00 | |
| TOTAL | | | | | | .00 | 8,383.68 | -200.00 | |
| TOTAL | | | | | | .00 | 45,854.67 | -12,409.49 | |

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-------------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/10/21 | 21 | 10334 -01 | 10815 | 0068 GARY V. BURROWS, | | 1,417.98 | -1,417.98 | BLANKET PO FOR OIL |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 128.44 | .00 | GLASS CLEANER' |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 7.12 | .00 | BATTERY |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 7.18 | .00 | SPARK PLUG WIRE TESTE |
| 12/21 | 06/10/21 | 21 | | 10838 | 7136 THERMO KING OF C | | 69.61 | .00 | PARTS |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 1,630.33 | -1,417.98 | |
| 4220F | | | | | OPERATING SUPPLIES FUEL | | | | |
| 12/21 | 06/10/21 | 21 | 10367 -01 | 10815 | 0068 GARY V. BURROWS, | | 11,517.30 | -11,517.30 | BLANKET PO FOR FUEL |
| TOTAL | | | | | OPERATING SUPPLIES FUEL | .00 | 11,517.30 | -11,517.30 | |
| 4230 | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 12/21 | 06/10/21 | 21 | | 10836 | 6251 SEQUOIA EQUIPMEN | | 482.13 | .00 | PARTS |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 113.91 | .00 | HYDRAULIC HOSE |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 277.93 | .00 | AIR/FUEL FILTERS |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 383.61 | .00 | HYDRAULIC HOSE-BULK |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 314.80 | .00 | AIR FILTERS |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 228.37 | .00 | BRAKE PADS |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 71.40 | .00 | AIR FILTER |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 68.85 | .00 | HYDRAULIC HOSE |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 50.42 | .00 | RELAY |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 45.50 | .00 | DOOR HANDLE- INTERIOR |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 34.75 | .00 | TAILGATE HANDLE |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 20.37 | .00 | RELAY |
| 12/21 | 06/10/21 | 21 | | 10837 | 5066 THE LAWNMOWER MA | | 23.22 | .00 | FAN, COOLING |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 12.73 | .00 | SWITCH |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 13.40 | .00 | ALUMINUM SPINNER KNOB |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 10.71 | .00 | OIL PRESS SWITCH |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 17.82 | .00 | ELECT-MECH FLASHER |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 18.22 | .00 | LAMP |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 2,188.14 | .00 | |
| TOTAL | | | | | FLEET MAINTENANCE | .00 | 15,335.77 | -12,935.28 | |
| TOTAL | | | | | FLEET MAINTENANCE | .00 | 15,335.77 | -12,935.28 | |

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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='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------|----------|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4000K | | | | | | | | | |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 263.50 | .00 | VALLEY WIDE |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 1,454.75 | .00 | BUENO BEV |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 1,465.10 | .00 | VALLEY WIDE |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 1,840.65 | .00 | BUENO BEV |
| TOTAL | | | | | | .00 | 5,024.00 | .00 | |
| 4220K | | | | | | | | | |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 330.00 | .00 | KCEHS |
| TOTAL | | | | | | .00 | 330.00 | .00 | |
| 4220M | | | | | | | | | |
| | 12/21 | 06/10/21 | 21 | 10841 | 6523 WEST VALLEY SUPP | | 283.31 | .00 | SLIP FIX |
| | 12/21 | 06/10/21 | 21 | 10841 | 6523 WEST VALLEY SUPP | | 117.62 | .00 | ELEC VALVE W/FC TXT |
| | 12/21 | 06/10/21 | 21 | 10819 | 6526 LEMOORE AUTO SUP | | 77.91 | .00 | RE7 REMOVE BROKEN STU |
| | 12/21 | 06/10/21 | 21 | 10819 | 6526 LEMOORE AUTO SUP | | 19.28 | .00 | LANTERN BATTERY |
| | 12/21 | 06/10/21 | 21 | 10819 | 6526 LEMOORE AUTO SUP | | 21.45 | .00 | 5/16-18 CAPSCREW |
| | 12/21 | 06/10/21 | 21 | 10841 | 6523 WEST VALLEY SUPP | | 53.63 | .00 | DIRECT BURIAL RED |
| | 12/21 | 06/10/21 | 21 | 10841 | 6523 WEST VALLEY SUPP | | 53.63 | .00 | DIRECT BUIAL RED |
| TOTAL | | | | | | .00 | 626.83 | .00 | |
| 4309 | | | | | | | | | |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 57.96 | .00 | AFLAC |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 86.94 | .00 | AFLAC |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 250.00 | .00 | MARK FRANTZ |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 1,134.76 | .00 | WORKMANS COMP |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 17,349.83 | .00 | PAYROLL |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 18,254.19 | .00 | PAYROLL |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 18,276.80 | .00 | PAYROLL |
| TOTAL | | | | | | .00 | 55,410.48 | .00 | |
| 4350 | | | | | | | | | |
| | 12/21 | 06/10/21 | 21 | 10835 | T1885 TOM RINGER | | 587.50 | .00 | AQUA STEAM CLEANING |
| | 12/21 | 06/10/21 | 21 | 10802 | 7249 A & B MACHINERY | | 420.00 | .00 | GRIND REELS |
| TOTAL | | | | | | .00 | 1,007.50 | .00 | |
| TOTAL | | | | | | .00 | 62,398.81 | .00 | |
| TOTAL | | | | | | .00 | 62,398.81 | .00 | |

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CITY OF LEMOORE
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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 82.57 | .00 | COMP BOLT CUTTER |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 217.25 | .00 | AIR HOSE/IMPACT WRENC |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 45.57 | .00 | PLIERS |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 34.30 | .00 | BULLDOZER PUSH BROO |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 45.01 | .00 | SHOP TOWEL/HOT RIM AL |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 17.13 | .00 | 15 BLK CBL TIE HD120 |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 3.21 | .00 | BOTTLE SPRAYER |
| 12/21 | 06/10/21 | 21 | 10792 -01 | 10823 | 7175 MATHESON TRI-GAS | | 3,583.35 | -3,583.35 | OXYGEN (LOX) BULK CCF 523 |
| 12/21 | 06/10/21 | 21 | 10792 -03 | 10823 | 7175 MATHESON TRI-GAS | | 50.00 | -50.00 | DELIVERY FEE |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 4,078.39 | -3,633.35 | |
| 4230 | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 3.20 | .00 | 3/4X20 SCH40 PVC PIPE |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 7.06 | .00 | 1-1/2 90DEG SXS E11 |
| 12/21 | 06/10/21 | 21 | | 10840 | 0474 WEST VALLEY SUPP | | 8.71 | .00 | 2" 11/2" SCH80 SS RB |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 13.93 | .00 | BRASS FITTING |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 27.83 | .00 | ELECTRICAL TAPE |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 20.36 | .00 | RAZOR BLADE 100CT |
| 12/21 | 06/10/21 | 21 | | 10840 | 0474 WEST VALLEY SUPP | | 29.34 | .00 | 2" SCH80 M/A |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 58.94 | .00 | SHRUB RAKE |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 91.65 | .00 | MOLDING TPE |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 261.02 | .00 | |
| TOTAL | | | | | WATER | .00 | 4,339.41 | -3,633.35 | |
| TOTAL | | | | | WATER | .00 | 4,339.41 | -3,633.35 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4230 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | 10336 | -01 10821 | 0304 LEMOORE HARDWARE | | 22.52 | -22.52 | SUPPLIES |
| TOTAL | | | | | | .00 | 22.52 | -22.52 | |
| 4310 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | 10411 | -01 10813 | 6869 WELLS FARGO BANK | | 817.60 | -817.60 | TEMP AGENCY (PART TIME HE |
| TOTAL | | | | | | .00 | 817.60 | -817.60 | |
| TOTAL | | | | | | .00 | 840.12 | -840.12 | |
| TOTAL | | | | | | .00 | 840.12 | -840.12 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 67.12 | .00 | HEX SKT SET |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 29.99 | .00 | SCRUB SPOUNGE |
| 12/21 | 06/10/21 | 21 | | 10807 | 7205 CENCAL AUTO & TR | | 28.17 | .00 | CABLE TIES |
| 12/21 | 06/10/21 | 21 | | 10814 | 5866 FASTENAL COMPANY | | 15.86 | .00 | GRAFITTI/REMOVER |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 13.26 | .00 | NUTS & BOLTS |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 18.74 | .00 | GRIP NAT LINER |
| 12/21 | 06/10/21 | 21 | | 10818 | 0314 LEMOORE AUTO SUP | | 9.11 | .00 | HIGH TACK SEALANT |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 9.88 | .00 | BLUE REGAL TOOLS |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 2.46 | .00 | CLAMP CONNECTOR |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 5.14 | .00 | TV FORD ING/DR KEYBLA |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 199.73 | .00 | |
| 4230 | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 12/21 | 06/10/21 | 21 | | 10821 | 0304 LEMOORE HARDWARE | | 90.08 | .00 | 3' MEAS TELE WHEEL |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 90.08 | .00 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 12/21 | 06/10/21 | 21 | 10364 | -03 10808 | 1599 CHEMSEARCH | | 1,053.20 | -1,053.20 | CHANGE ORDER 1 -ADD FUNDS |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 1,053.20 | -1,053.20 | |
| 4310LAB | | | | | LABS FOR TESTING - PROF | | | | |
| 12/21 | 06/10/21 | 21 | 10372 | -01 10824 | 6245 MOORE TWINING AS | | 45.00 | -45.00 | ANALYTICAL TESTING OF WWT |
| 12/21 | 06/10/21 | 21 | 10372 | -01 10824 | 6245 MOORE TWINING AS | | 70.00 | -70.00 | ANALYTICAL TESTING OF WWT |
| 12/21 | 06/10/21 | 21 | 10372 | -01 10824 | 6245 MOORE TWINING AS | | 70.00 | -70.00 | ANALYTICAL TESTING OF WWT |
| 12/21 | 06/10/21 | 21 | 10372 | -01 10824 | 6245 MOORE TWINING AS | | 340.00 | -340.00 | ANALYTICAL TESTING OF WWT |
| 12/21 | 06/10/21 | 21 | 10372 | -01 10824 | 6245 MOORE TWINING AS | | 565.00 | -565.00 | ANALYTICAL TESTING OF WWT |
| TOTAL | | | | | LABS FOR TESTING - PROF | .00 | 1,090.00 | -1,090.00 | |
| 4995 | | | | | RISK MANAGEMENT EXPENSE | | | | |
| 12/21 | 06/10/21 | 21 | 10847 | -03 10816 | 0242 JORGENSEN COMPAN | | 26.00 | -26.00 | FIRE EXTINGUISHER SERVICE |
| 12/21 | 06/10/21 | 21 | 10847 | -01 10816 | 0242 JORGENSEN COMPAN | | 34.16 | -34.16 | FIRE EXTINGUISHER SERVICE |
| TOTAL | | | | | RISK MANAGEMENT EXPENSE | .00 | 60.16 | -60.16 | |
| TOTAL | | | | | SEWER | .00 | 2,493.17 | -2,203.36 | |
| TOTAL | | | | | SEWER& STORM WTR DRAINAGE | .00 | 2,493.17 | -2,203.36 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-------------------|
| 4220 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10840 | 0474 WEST VALLEY SUPP | | 8.41 | .00 | T CAP |
| TOTAL | | | | | | .00 | 8.41 | .00 | |
| 4340 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 81.85 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | | | | .00 | 81.85 | .00 | |
| TOTAL | | | | | LLMD ZONE 1 WESTFIELD | .00 | 90.26 | .00 | |
| TOTAL | | | | | LLMD ZONE 1 | .00 | 90.26 | .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='VM061121'
ACCOUNTING PERIOD: 12/21

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 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 50.90 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | | | | .00 | 50.90 | .00 | |
| TOTAL | | | | | | .00 | 50.90 | .00 | |
| TOTAL | | | | | | .00 | 50.90 | .00 | |

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EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 10.18 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | | | | .00 | 10.18 | .00 | |
| TOTAL | | | | | | .00 | 10.18 | .00 | |
| TOTAL | | | | | | .00 | 10.18 | .00 | |

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DATE: 06/10/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 22
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 10.18 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | | | | .00 | 10.18 | .00 | |
| TOTAL | | | | | | .00 | 10.18 | .00 | |
| TOTAL | | | | | | .00 | 10.18 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 23
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 20.36 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | | | | .00 | 20.36 | .00 | |
| TOTAL | | | | | | .00 | 20.36 | .00 | |
| TOTAL | | | | | | .00 | 20.36 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 24
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 20.67 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | | | | .00 | 20.67 | .00 | |
| TOTAL | | | | | | .00 | 20.67 | .00 | |
| TOTAL | | | | | | .00 | 20.67 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 25
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|--------------------|-----------|-----------------------|--------|--------------|--------------|-------------------|
| 4220 | | | OPERATING SUPPLIES | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10840 | 0474 WEST VALLEY SUPP | | 5.92 | .00 | T CAP |
| TOTAL | | | OPERATING SUPPLIES | | | .00 | 5.92 | .00 | |
| 4340 | | | UTILITIES | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 32.04 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | UTILITIES | | | .00 | 32.04 | .00 | |
| TOTAL | | | PFMD ZONE 1 | | | .00 | 37.96 | .00 | |
| TOTAL | | | PFMD ZONE 1 | | | .00 | 37.96 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 26
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-------------------|
| 4340 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 133.23 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | | | | .00 | 133.23 | .00 | |
| TOTAL | | | | | | .00 | 133.23 | .00 | |
| TOTAL | | | | | | .00 | 133.23 | .00 | |

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DATE: 06/10/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 27
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-------------------|
| 4340 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 10.34 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | | | | .00 | 10.34 | .00 | |
| TOTAL | | | | | | .00 | 10.34 | .00 | |
| TOTAL | | | | | | .00 | 10.34 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 28
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-------------------|
| 4340 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 35.21 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | | | | .00 | 35.21 | .00 | |
| TOTAL | | | | | | .00 | 35.21 | .00 | |
| TOTAL | | | | | | .00 | 35.21 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 29
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-------------------|
| 4340 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 105.32 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | | | | .00 | 105.32 | .00 | |
| TOTAL | | | | | | .00 | 105.32 | .00 | |
| TOTAL | | | | | | .00 | 105.32 | .00 | |

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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='VM061121'
ACCOUNTING PERIOD: 12/21

FUND - 259 - PFMD ZONE 9
BUDGET UNIT - 4879 - PFMD ZONE 9

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------|--------|--------------|--------------|-------------------|
| 4340 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | | 10830 | 0363 PG&E | | 11.80 | .00 | 04/23/21-05/23/21 |
| TOTAL | | | | | | .00 | 11.80 | .00 | |
| TOTAL | | | | | | .00 | 11.80 | .00 | |
| TOTAL | | | | | | .00 | 11.80 | .00 | |

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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='VM061121'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|--------------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/10/21 | 21 | 10443 | -02 10824 | 6245 MOORE TWINING AS | | 150.00 | -150.00 | MATERIAL INSPECTION AND T |
| 12/21 | 06/10/21 | 21 | 10443 | -02 10824 | 6245 MOORE TWINING AS | | 1,082.50 | -1,082.50 | MATERIAL INSPECTION AND T |
| TOTAL | | | | | | .00 | 1,232.50 | -1,232.50 | |
| TOTAL | | | | | REGIONAL DISPATCH CENTER | .00 | 1,232.50 | -1,232.50 | |
| TOTAL | | | | | PUBLIC SAFETY DISPATCH | .00 | 1,232.50 | -1,232.50 | |
| TOTAL | | | | | REPORT | .00 | 133,030.86 | -33,254.10 | |

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CITY OF LEMOORE
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.yr='21' and transact.account between '3000' and '3999' and transact.batch='VM061121'
ACCOUNTING PERIOD: 12/21

FUND - 056 - REFUSE
BUDGET UNIT - 056 - REFUSE

| ACCOUNT | DATE | T/C | RECEIVE | REFERENCE | PAYER/VENDOR | BUDGET | RECEIPTS | RECEIVABLES | DESCRIPTION |
|---------|----------|---------|---------|-----------|------------------|--------|-----------|-------------|----------------------|
| 3400 | REFUSE | REVENUE | | | | | | | |
| 12/21 | 06/10/21 | 210 | | 10804 | T3159 ALMA AVILA | | -1,196.64 | | OVERBILLING ERROR OF |
| TOTAL | REFUSE | REVENUE | | | | .00 | -1,196.64 | .00 | |
| TOTAL | REFUSE | | | | | .00 | -1,196.64 | .00 | |
| TOTAL | REFUSE | | | | | .00 | -1,196.64 | .00 | |
| TOTAL | REPORT | | | | | .00 | -1,196.64 | .00 | |

Warrant Register 6-16-2021

PEI
DATE: 06/22/2021
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CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|-------------|
| 4340 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10907 | 6266 SPARKLETTS | | 8.46 | .00 | WTR SERVICE |
| TOTAL | | | | | | .00 | 8.46 | .00 | |
| TOTAL | | | | | | .00 | 8.46 | .00 | |

PEI
DATE: 06/22/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10430 | -01 10881 | 7148 LOOMIS | | 98.31 | -98.31 | FY21 ARMORED CAR SERVICE |
| 12/21 | 06/17/21 | 21 | 10430 | -02 10881 | 7148 LOOMIS | | 92.44 | -92.44 | CHANGE ORDER - 1 ADD FUN |
| TOTAL | | | | | | .00 | 190.75 | -190.75 | |
| 4340 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10907 | 6266 SPARKLETTS | | 5.99 | .00 | WTR SERVICE |
| TOTAL | | | | | | .00 | 5.99 | .00 | |
| TOTAL | | | | | | .00 | 196.74 | -190.75 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|-------------|
| 4340 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10907 | 6266 SPARKLETTS | | 8.45 | .00 | WTR SERVICE |
| TOTAL | | | | | | .00 | 8.45 | .00 | |
| TOTAL | | | | | | .00 | 8.45 | .00 | |

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DATE: 06/22/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/17/21 | 21 | | 10878 | 0304 LEMOORE HARDWARE | | 9.64 | .00 | 3/4X2 RED BRS NIPPLE |
| 12/21 | 06/17/21 | 21 | | 10861 | 5087 DRISKELLS APPLIA | | 64.04 | .00 | REFIGERATOR HANDLES |
| 12/21 | 06/17/21 | 21 | | 10883 | 5333 MEDALLION SUPPLY | | 68.00 | .00 | AA 1.5V ALK 24-PKG |
| 12/21 | 06/17/21 | 21 | | 10878 | 0304 LEMOORE HARDWARE | | 122.64 | .00 | 28-34 COOLER PAD |
| 12/21 | 06/17/21 | 21 | | 10883 | 5333 MEDALLION SUPPLY | | 438.49 | .00 | DW CLIPS |
| 12/21 | 06/17/21 | 21 | | 10866 | 5866 FASTENAL COMPANY | | 476.55 | .00 | BOTTLE WATER |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 1,179.36 | .00 | |
| 4350 | | | | | REPAIR/MAINT SERVICES | | | | |
| 12/21 | 06/17/21 | 21 | 10357 -04 | 10845 | 6597 AIRWORX | | 58.31 | -58.31 | CHANGE ORDER - 3 ADD FUN |
| 12/21 | 06/17/21 | 21 | 10357 -05 | 10845 | 6597 AIRWORX | | 8,441.69 | -8,441.69 | CHANGE ORDER - 4 ADD FUN |
| 12/21 | 06/17/21 | 21 | | 10856 | 5725 CENTRAL VALLEY R | | 236.49 | .00 | FRONT OFFIC ICE NOT M |
| 12/21 | 06/17/21 | 21 | | 10856 | 5725 CENTRAL VALLEY R | | .20 | .00 | REPAIR ICE MACHINE |
| 12/21 | 06/17/21 | 21 | 10857 -01 | 10856 | 5725 CENTRAL VALLEY R | | 613.67 | -613.67 | REPAIR ICE MACHINE AT CIV |
| TOTAL | | | | | REPAIR/MAINT SERVICES | .00 | 9,350.36 | -9,113.67 | |
| TOTAL | | | | | MAINTENANCE DIVISION | .00 | 10,529.72 | -9,113.67 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10684 | -08 10843 | 5357 AARDVARK | | 1,015.00 | -1,017.35 | LIBERATOR IV, LEFT FLEXIB |
| 12/21 | 06/17/21 | 21 | 10684 | -09 10843 | 5357 AARDVARK | | 1,015.00 | -1,076.07 | LIBERATOR IV, LEFT FLEXIB |
| 12/21 | 06/17/21 | 21 | 10684 | -10 10843 | 5357 AARDVARK | | 15.00 | -25.00 | FREIGHT |
| 12/21 | 06/17/21 | 21 | 10684 | -11 10843 | 5357 AARDVARK | | 147.18 | -73.76 | TAX |
| TOTAL | | | | | | .00 | 2,192.18 | -2,192.18 | |
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10851 | -01 10859 | 2399 DEPARTMENT OF JU | | 981.00 | -981.00 | MAY LIVESCANS |
| TOTAL | | | | | | .00 | 981.00 | -981.00 | |
| 4340 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10848 | 5048 AT&T MOBILITY | | 860.77 | .00 | 05/03/21-06/02/21 |
| 12/21 | 06/17/21 | 21 | | 10860 | 6685 DIRECTV | | 95.99 | .00 | 06/04/21-07/03/21 |
| TOTAL | | | | | | .00 | 956.76 | .00 | |
| 4360 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10857 | 6238 COLLEGE OF THE S | | 390.00 | .00 | INTERVIEW & INTERROGA |
| TOTAL | | | | | | .00 | 390.00 | .00 | |
| 4380 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10852 | 1817 C.A. REDING COMP | | 325.82 | .00 | 05/02/21-06/01/21 |
| TOTAL | | | | | | .00 | 325.82 | .00 | |
| TOTAL | | | | | | .00 | 4,845.76 | -3,173.18 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | OPERATING SUPPLIES |
| 12/21 | 06/17/21 | 21 | 10843 | -01 10854 | 2161 CASCADE FIRE | | 285.00 | -285.00 | HOSE TYPE 2 187 1X50 CPLD |
| 12/21 | 06/17/21 | 21 | 10843 | -02 10854 | 2161 CASCADE FIRE | | 948.00 | -948.00 | HOSE, DURA-BUILT 800 1.5X |
| 12/21 | 06/17/21 | 21 | 10843 | -03 10854 | 2161 CASCADE FIRE | | 1,150.00 | -1,150.00 | G-FORCE 1.5 NOZZLE |
| 12/21 | 06/17/21 | 21 | 10843 | -04 10854 | 2161 CASCADE FIRE | | 172.77 | -172.77 | TAX |
| TOTAL | | | | | | .00 | 2,555.77 | -2,555.77 | |
| 4230 | | | | | | | | | |
| | | | | | | | | | REPAIR/MAINT SUPPLIES |
| 12/21 | 06/17/21 | 21 | | 10855 | 7205 CENCAL AUTO & TR | | 256.89 | .00 | OIL/FUEL/AIR FILTERS |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 13.17 | .00 | PARTS CLEANING B |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 26.80 | .00 | STRONG ARM LIFT SUPPO |
| TOTAL | | | | | | .00 | 296.86 | .00 | |
| TOTAL | | | | | | .00 | 2,852.63 | -2,555.77 | FIRE |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|-------------|
| 4340 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10907 | 6266 SPARKLETTS | | 8.46 | .00 | WTR SERVICE |
| TOTAL | | | | | | .00 | 8.46 | .00 | |
| TOTAL | | | | | | .00 | 8.46 | .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='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10343 | -02 10901 | 0876 QUAD KNOPF, INC. | | 2,740.23 | -2,740.23 | CHANGE ORDER 1 - INCREASE |
| TOTAL | | | | | | .00 | 2,740.23 | -2,740.23 | |
| 4320 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10389 | -01 10912 | 6783 VIRTUAL PROJECT | | 500.00 | -500.00 | VIRTUAL PROJECT MANAGER M |
| TOTAL | | | | | | .00 | 500.00 | -500.00 | |
| 4340 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10907 | 6266 SPARKLETTTS | | 8.46 | .00 | WTR SERVICE |
| TOTAL | | | | | | .00 | 8.46 | .00 | |
| TOTAL | | | | | | .00 | 3,248.69 | -3,240.23 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/17/21 | 21 | | 10875 | 0286 LAWRENCE TRACTOR | | 332.15 | .00 | 63PD3 55E CARBIDE CHA |
| 12/21 | 06/17/21 | 21 | | 10906 | 6613 THE SHERWIN WILL | | 476.35 | .00 | WHITE PAINT |
| 12/21 | 06/17/21 | 21 | 10714 | -01 10873 | 5199 INNOVATIVE PLAYG | | 2,391.57 | -2,391.57 | REPLACEMENT SLIDE FOR LIO |
| 12/21 | 06/17/21 | 21 | 10714 | -02 10873 | 5199 INNOVATIVE PLAYG | | 126.04 | -126.04 | TAX |
| 12/21 | 06/17/21 | 21 | 10742 | -01 10873 | 5199 INNOVATIVE PLAYG | | 817.14 | -817.14 | SLIDE SUPPORTS FOR LIONS |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 4,143.25 | -3,334.75 | |
| 4350 | | | | | REPAIR/MAINT SERVICES | | | | |
| 12/21 | 06/17/21 | 21 | | 10903 | 0388 REED ELECTRIC, L | | 390.00 | .00 | D ST FOUNDATION |
| 12/21 | 06/17/21 | 21 | | 10867 | 7176 FLOW TECH | | 443.96 | .00 | BACKFLOW TEST |
| 12/21 | 06/17/21 | 21 | 10361 | -01 10903 | 0388 REED ELECTRIC, L | | 469.99 | -469.99 | MISC ELECTRICAL PARK REPA |
| 12/21 | 06/17/21 | 21 | 10361 | -02 10903 | 0388 REED ELECTRIC, L | | 527.48 | -527.48 | CHANGE ORDER 1 - ADD FUND |
| 12/21 | 06/17/21 | 21 | | 10903 | 0388 REED ELECTRIC, L | | 50.01 | .00 | D ST PARK LIGHTS |
| 12/21 | 06/17/21 | 21 | 10864 | -01 10867 | 7176 FLOW TECH | | 557.12 | -557.12 | REPAIR BACK FLOW AT PLAZA |
| TOTAL | | | | | REPAIR/MAINT SERVICES | .00 | 2,438.56 | -1,554.59 | |
| TOTAL | | | | | PARKS | .00 | 6,581.81 | -4,889.34 | |
| TOTAL | | | | | GENERAL FUND | .00 | 28,280.72 | -23,162.94 | |

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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='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 020 - TRAFFIC SAFETY
BUDGET UNIT - 4722 - TRAFFIC SAFETY

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-------------------------|
| 4317 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10783 | -02 10847 | 7239 ASPHALT DESIGN I | | 17,275.00 | -18,700.00 | CHANGER ORDER-1 TO MOVE |
| TOTAL | | | | | | .00 | 17,275.00 | -18,700.00 | |
| TOTAL | | | | | | .00 | 17,275.00 | -18,700.00 | |
| TOTAL | | | | | | .00 | 17,275.00 | -18,700.00 | |

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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='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|--------------------------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220CNG | CNG OPERATING SUPPLIES | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10333 | -01 10880 | 0306 LEMOORE HIGH SCH | | 4,721.98 | -4,721.98 | MAY 2021 -CNG FUEL |
| TOTAL | CNG OPERATING SUPPLIES | | | | | .00 | 4,721.98 | -4,721.98 | |
| 4230 | REPAIR/MAINT SUPPLIES | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10904 | 0535 RUCKSTELL CALIF | | 69.17 | .00 | CABLE |
| 12/21 | 06/17/21 | 21 | | 10885 | 0345 MORGAN & SLATES, | | 9.48 | .00 | QUICK COUPLER |
| 12/21 | 06/17/21 | 21 | | 10908 | 7136 THERMO KING OF C | | 11.15 | .00 | KNOB |
| 12/21 | 06/17/21 | 21 | | 10886 | 7236 N & S TRACTOR | | 333.05 | .00 | FILTERS |
| 12/21 | 06/17/21 | 21 | | 10887 | 6120 O'REILLY AUTO PA | | 343.50 | .00 | COMPRESSOR |
| 12/21 | 06/17/21 | 21 | | 10886 | 7236 N & S TRACTOR | | 328.41 | .00 | FILTERS |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 250.95 | .00 | HYDRAULIC HOSE-BULK |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 250.95 | .00 | HYDRAULIC HOSE-BULK |
| 12/21 | 06/17/21 | 21 | | 10871 | 6146 HANFORD CHRYSLER | | 103.68 | .00 | AA RESERVOIR |
| 12/21 | 06/17/21 | 21 | | 10870 | 0521 GRAINGER | | 112.27 | .00 | PRESSURE SWITCH |
| 12/21 | 06/17/21 | 21 | | 10904 | 0535 RUCKSTELL CALIF | | 74.34 | .00 | PROX SWITCH 30 MM |
| 12/21 | 06/17/21 | 21 | 10863 | -01 10871 | 6146 HANFORD CHRYSLER | | 747.90 | -747.90 | AC COMPRESSOR |
| 12/21 | 06/17/21 | 21 | 10863 | -02 10871 | 6146 HANFORD CHRYSLER | | 54.23 | -54.23 | TAX |
| TOTAL | REPAIR/MAINT SUPPLIES | | | | | .00 | 2,689.08 | -802.13 | |
| 4350 | REPAIR/MAINT SERVICES | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10862 | -01 10844 | 0098 AFFINITY TRUCK C | | 3,020.37 | -3,020.37 | DIAG AND REPAIR OF BRAKE |
| 12/21 | 06/17/21 | 21 | 10844 | -01 10888 | 2822 PACIFIC TOWING & | | 506.25 | -506.25 | TOW UNIT TO YARD |
| 12/21 | 06/17/21 | 21 | | 10874 | 3088 JONES TOWING, IN | | 465.00 | .00 | TOWING |
| 12/21 | 06/17/21 | 21 | 10385 | -01 10850 | 0056 BILLINGSLEY TIRE | | 25.00 | -25.00 | TIRE REPAIR/REPLACEMENT |
| 12/21 | 06/17/21 | 21 | 10385 | -01 10850 | 0056 BILLINGSLEY TIRE | | 153.37 | -153.37 | TIRE REPAIR/REPLACEMENT |
| 12/21 | 06/17/21 | 21 | 10385 | -01 10850 | 0056 BILLINGSLEY TIRE | | 163.47 | -163.47 | TIRE REPAIR/REPLACEMENT |
| 12/21 | 06/17/21 | 21 | 10385 | -01 10850 | 0056 BILLINGSLEY TIRE | | 360.58 | -360.58 | TIRE REPAIR/REPLACEMENT |
| 12/21 | 06/17/21 | 21 | 10385 | -01 10850 | 0056 BILLINGSLEY TIRE | | 587.87 | -587.87 | TIRE REPAIR/REPLACEMENT |
| 12/21 | 06/17/21 | 21 | 10385 | -01 10850 | 0056 BILLINGSLEY TIRE | | 709.13 | -709.13 | TIRE REPAIR/REPLACEMENT |
| 12/21 | 06/17/21 | 21 | 10385 | -01 10850 | 0056 BILLINGSLEY TIRE | | 850.12 | -850.12 | TIRE REPAIR/REPLACEMENT |
| 12/21 | 06/17/21 | 21 | 10385 | -01 10850 | 0056 BILLINGSLEY TIRE | | 1,033.99 | -1,033.99 | TIRE REPAIR/REPLACEMENT |
| 12/21 | 06/17/21 | 21 | 10385 | -01 10850 | 0056 BILLINGSLEY TIRE | | 1,064.01 | -1,064.01 | TIRE REPAIR/REPLACEMENT |
| TOTAL | REPAIR/MAINT SERVICES | | | | | .00 | 8,939.16 | -8,474.16 | |
| 4825AR | MACH/EQUIP ASSET REPLACE | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10432 | -01 10889 | 6493 PAPE MATERIAL HA | | 25,500.00 | -25,500.00 | ASSET #2551 / HYSTER FORK |
| 12/21 | 06/17/21 | 21 | 10432 | -02 10889 | 6493 PAPE MATERIAL HA | | 1,848.75 | -1,848.75 | SALES TAX |
| TOTAL | MACH/EQUIP ASSET REPLACE | | | | | .00 | 27,348.75 | -27,348.75 | |
| TOTAL | FLEET MAINTENANCE | | | | | .00 | 43,698.97 | -41,347.02 | |
| TOTAL | FLEET MAINTENANCE | | | | | .00 | 43,698.97 | -41,347.02 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 12
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|-------------------|-----|------------|-----------------|-----------------------|--------|--------------|--------------|---------------------------|
| 4000K | | | | | | | | |
| 12/21 06/17/21 21 | | | 10902 | 7003 RAVEN BRAND PROD | | 140.40 | .00 | FOOD SUPPLIES |
| 12/21 06/17/21 21 | | | 10877 | 1628 LEMOORE FOOD LOC | | 101.51 | .00 | FOOD SUPPLIES |
| TOTAL | | | | | .00 | 241.91 | .00 | |
| 4000P | | | | | | | | |
| 12/21 06/17/21 21 | | | 10853 | 6476 CALLAWAY | | 119.60 | .00 | BG CG STN FAIRWAY C D |
| 12/21 06/17/21 21 | | | 10909 | 6450 TITLEIST | | 47.18 | .00 | CSOF MENS ROLL-TOP |
| TOTAL | | | | | .00 | 166.78 | .00 | |
| 4220F | | | | | | | | |
| 12/21 06/17/21 21 | | | 10400 -01 10869 | 6445 GARY V. BURROWS, | | 1,379.20 | -1,379.20 | MAINTENANCE EQUIPMENT FUE |
| TOTAL | | | | | .00 | 1,379.20 | -1,379.20 | |
| 4220M | | | | | | | | |
| 12/21 06/17/21 21 | | | 10865 | 6503 FARMLOAD DISTRIB | | 155.51 | .00 | RETAIN MAX (CASE) |
| 12/21 06/17/21 21 | | | 10879 | 6541 LEMOORE HARDWARE | | 40.50 | .00 | CHR PLAS TRIP LEVER |
| 12/21 06/17/21 21 | | | 10879 | 6541 LEMOORE HARDWARE | | 12.86 | .00 | TRIMMER LINE |
| 12/21 06/17/21 21 | | | 10879 | 6541 LEMOORE HARDWARE | | 32.16 | .00 | 14PC TITAN DRIL BIT S |
| TOTAL | | | | | .00 | 241.03 | .00 | |
| 4220P | | | | | | | | |
| 12/21 06/17/21 21 | | | 10863 | 6501 EASY PICKER GOLF | | 36.58 | .00 | SIGN, W/SPIKES |
| 12/21 06/17/21 21 | | | 10863 | 6501 EASY PICKER GOLF | | 490.00 | .00 | WHEEL ASSEMBLY |
| TOTAL | | | | | .00 | 526.58 | .00 | |
| 4340 | | | | | | | | |
| 12/21 06/17/21 21 | | | 10896 | 0363 PG&E | | 766.04 | .00 | 04/29/21-05/27/21 |
| 12/21 06/17/21 21 | | | 10894 | 0363 PG&E | | 9.53 | .00 | 04/29/21-05/27/21 |
| TOTAL | | | | | .00 | 775.57 | .00 | |
| 4350 | | | | | | | | |
| 12/21 06/17/21 21 | | | 10856 | 5725 CENTRAL VALLEY R | | 396.63 | .00 | ICE MACHINE LEAKING |
| TOTAL | | | | | .00 | 396.63 | .00 | |
| TOTAL | | | | | .00 | 3,727.70 | -1,379.20 | |
| TOTAL | | | | | .00 | 3,727.70 | -1,379.20 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 13
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|---------------------------|-----|------------|----------------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | OPERATING SUPPLIES | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10911 | 2038 USA BLUEBOOK | | 484.78 | .00 | 288 TEST LAMOTTE |
| 12/21 | 06/17/21 | 21 | 10758 | -01 10846 | 7208 AQUA-METRIC SALE | | 4,060.00 | -4,064.00 | AR3-CFG-13080 |
| 12/21 | 06/17/21 | 21 | 10758 | -02 INV0082903 | 7208 AQUA-METRIC SALE | | .00 | -60.00 | SHIPPING |
| 12/21 | 06/17/21 | 21 | 10758 | -03 10846 | 7208 AQUA-METRIC SALE | | 294.35 | -294.64 | TAXES |
| 12/21 | 06/17/21 | 21 | | 10878 | 0304 LEMOORE HARDWARE | | 13.93 | .00 | AA ALK BATTERY |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 25.74 | .00 | TRUFUEL 50 1 PREMIX |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 60.41 | .00 | 90 TOWEL CANISTER |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 72.34 | .00 | BM BW TIRE CLEANER |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 81.99 | .00 | ENERGIZER MAX AAA-16 |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 87.93 | .00 | HOT RIM ALL WHL CLNR |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 75.39 | .00 | GLASS CLEANER |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 109.36 | .00 | 22PC COMB WRENCH SET |
| 12/21 | 06/17/21 | 21 | 10849 | -01 10878 | 0304 LEMOORE HARDWARE | | 13.99 | -13.99 | 20' 16/3 GREEN EXTENSION |
| 12/21 | 06/17/21 | 21 | 10849 | -02 10878 | 0304 LEMOORE HARDWARE | | 567.98 | -567.98 | 10 X 10 CANOPY - SHADE FO |
| 12/21 | 06/17/21 | 21 | 10849 | -03 10878 | 0304 LEMOORE HARDWARE | | 42.19 | -42.19 | TAX |
| TOTAL | OPERATING SUPPLIES | | | | | .00 | 5,990.38 | -5,042.80 | |
| 4220CH | CHLORINE OPERATING SUPPLY | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10852 | -01 10849 | 7248 BERNARDINI ENTER | | 1,310.40 | -1,310.40 | 05/12/21 STATION 7 BRINE |
| 12/21 | 06/17/21 | 21 | 10852 | -02 10849 | 7248 BERNARDINI ENTER | | 1,310.40 | -1,310.40 | 05/26/21 STATION 7 BRINE |
| 12/21 | 06/17/21 | 21 | 10817 | -01 10910 | 6058 UNIVAR | | 890.71 | -890.71 | 69362- CAUSTIC SODA 50% - |
| 12/21 | 06/17/21 | 21 | 10817 | -01 10910 | 6058 UNIVAR | | 971.69 | -971.69 | 69362- CAUSTIC SODA 50% - |
| 12/21 | 06/17/21 | 21 | 10817 | -01 10910 | 6058 UNIVAR | | 1,133.47 | -1,133.47 | 69362- CAUSTIC SODA 50% - |
| 12/21 | 06/17/21 | 21 | 10817 | -01 10910 | 6058 UNIVAR | | 1,197.60 | -1,197.60 | 69362- CAUSTIC SODA 50% - |
| 12/21 | 06/17/21 | 21 | 10817 | -01 10910 | 6058 UNIVAR | | 1,423.04 | -1,423.04 | 69362- CAUSTIC SODA 50% - |
| 12/21 | 06/17/21 | 21 | 10817 | -01 10910 | 6058 UNIVAR | | 1,716.64 | -1,716.64 | 69362- CAUSTIC SODA 50% - |
| 12/21 | 06/17/21 | 21 | 10817 | -02 10910 | 6058 UNIVAR | | 213.82 | -213.82 | 20260 - SULFURIC ACID 93% |
| 12/21 | 06/17/21 | 21 | 10817 | -02 10910 | 6058 UNIVAR | | 994.90 | -994.90 | 20260 - SULFURIC ACID 93% |
| 12/21 | 06/17/21 | 21 | 10817 | -02 10910 | 6058 UNIVAR | | 1,654.70 | -1,654.70 | 20260 - SULFURIC ACID 93% |
| 12/21 | 06/17/21 | 21 | 10817 | -03 10910 | 6058 UNIVAR | | 624.58 | -624.58 | 69362- CAUSTIC SODA 50% - |
| 12/21 | 06/17/21 | 21 | 10817 | -03 10910 | 6058 UNIVAR | | 2,333.13 | -2,333.13 | 69362- CAUSTIC SODA 50% - |
| TOTAL | CHLORINE OPERATING SUPPLY | | | | | .00 | 15,775.08 | -15,775.08 | |
| 4230 | REPAIR/MAINT SUPPLIES | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10913 | 0474 WEST VALLEY SUPP | | 109.42 | .00 | 3"GALV COUPLING |
| 12/21 | 06/17/21 | 21 | | 10878 | 0304 LEMOORE HARDWARE | | 246.66 | .00 | WHT 10X10 COMM CANOPY |
| 12/21 | 06/17/21 | 21 | | 10878 | 0304 LEMOORE HARDWARE | | 257.39 | .00 | WHT 10X10 COMM CANOPY |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 91.13 | .00 | TOWSTRAP 20 W/LOOP |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 195.18 | .00 | 5 TON 2/3 JAW PULLER |
| 12/21 | 06/17/21 | 21 | | 10878 | 0304 LEMOORE HARDWARE | | 32.68 | .00 | 32OZ 50:1 FUEL/OIL |
| 12/21 | 06/17/21 | 21 | | 10878 | 0304 LEMOORE HARDWARE | | 36.44 | .00 | LHRP SHOVEL |
| 12/21 | 06/17/21 | 21 | | 10913 | 0474 WEST VALLEY SUPP | | 30.72 | .00 | MALE NIPPLE |
| 12/21 | 06/17/21 | 21 | | 10876 | 0314 LEMOORE AUTO SUP | | 14.39 | .00 | PRMR-SAND GRAY |
| 12/21 | 06/17/21 | 21 | | 10905 | 1213 SCELZI ENTERPRIS | | 16.34 | .00 | W96, LOCK AND KEY |
| TOTAL | REPAIR/MAINT SUPPLIES | | | | | .00 | 1,030.35 | .00 | |

RUN DATE 06/22/2021 TIME 14:46:32

PEI - FUND ACCOUNTING

PEI
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 14
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 4310 | | | | | | | | | PROFESSIONAL CONTRACT SVC |
| 12/21 | 06/17/21 | 21 | | 10900 | 0020 PRAXAIR DISTRIBU | | 42.88 | .00 | 04/20/21-05/20/21 |
| 12/21 | 06/17/21 | 21 | | 10842 | 2914 AAA QUALITY SERV | | 81.22 | .00 | POTTY RENTAL |
| 12/21 | 06/17/21 | 21 | 10797 -01 | 10901 | 0876 QUAD KNOPF, INC. | | 297.00 | -297.00 | DEVELOPMENT IMPACT FEE ST |
| TOTAL | | | | | | .00 | 421.10 | -297.00 | |
| 4340 | | | | | | | | | UTILITIES |
| 12/21 | 06/17/21 | 21 | | 10899 | 6627 PG&E NON ENERGY | | 1,252.66 | .00 | NUCLEAR DECOMMISSION |
| 12/21 | 06/17/21 | 21 | | 10892 | 0363 PG&E | | 5,628.72 | .00 | 02/17/21-03/17/21 |
| 12/21 | 06/17/21 | 21 | | 10891 | 0363 PG&E | | 8,376.84 | .00 | 03/18/21-04/18/21 |
| 12/21 | 06/17/21 | 21 | | 10893 | 0363 PG&E | | 8,710.66 | .00 | 04/19/21-05/17/21 |
| 12/21 | 06/17/21 | 21 | | 10895 | 0363 PG&E | | 26,222.68 | .00 | 04/09/21-05/12/21 |
| 12/21 | 06/17/21 | 21 | | 10858 | 7058 COMCAST | | 204.69 | .00 | 05/25/21-06/24/21 |
| 12/21 | 06/17/21 | 21 | | 10907 | 6266 SPARKLETTS | | 77.83 | .00 | WTR SERVICE |
| TOTAL | | | | | | .00 | 50,474.08 | .00 | |
| 4350 | | | | | | | | | REPAIR/MAINT SERVICES |
| 12/21 | 06/17/21 | 21 | 10854 -01 | 10862 | 7250 DYNAMIC CONTROLS | | 1,200.00 | -1,200.00 | SERVICE NETWORK INVESTIGA |
| 12/21 | 06/17/21 | 21 | 10860 -01 | 10862 | 7250 DYNAMIC CONTROLS | | 600.00 | -600.00 | SERVICE NETWORK INVESTIGA |
| TOTAL | | | | | | .00 | 1,800.00 | -1,800.00 | |
| 4380 | | | | | | | | | RENTALS & LEASES |
| 12/21 | 06/17/21 | 21 | 10376 -02 | 10882 | 7175 MATHESON TRI-GAS | | 950.00 | -950.00 | CHANGE ORDER 1 TO INCLUDE |
| 12/21 | 06/17/21 | 21 | 10376 -02 | 10882 | 7175 MATHESON TRI-GAS | | 950.00 | -950.00 | CHANGE ORDER 1 TO INCLUDE |
| TOTAL | | | | | | .00 | 1,900.00 | -1,900.00 | |
| TOTAL | | | | | | .00 | 77,390.99 | -24,814.88 | WATER |

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DATE: 06/22/2021
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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='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10473 | -01 10872 | 5546 INFOSEND | | 1,448.93 | -1,448.93 | UTILITY BILLING STATEMENT |
| TOTAL | | | | | | .00 | 1,448.93 | -1,448.93 | |
| 4335 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10473 | -02 10872 | 5546 INFOSEND | | 1,963.92 | -1,963.92 | UTILITY BILLING STATEMENT |
| 12/21 | 06/17/21 | 21 | 10473 | -03 10872 | 5546 INFOSEND | | 844.49 | -844.49 | CHANGE ORDER -1 ADD FUNDS |
| TOTAL | | | | | | .00 | 2,808.41 | -2,808.41 | |
| TOTAL | | | | | | .00 | 4,257.34 | -4,257.34 | |
| TOTAL | | | | | | .00 | 81,648.33 | -29,072.22 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4230 | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10868 | 6751 FURTADO WELDING | | 76.80 | .00 | WIRE 70S6. 035 33# |
| 12/21 | 06/17/21 | 21 | | 10885 | 0345 MORGAN & SLATES, | | 121.05 | .00 | HR ANGLE 1-1/2 8 1-1/ |
| 12/21 | 06/17/21 | 21 | 10865 | -01 10885 | 0345 MORGAN & SLATES, | | 1,833.06 | -1,833.06 | BELLY PANS |
| TOTAL | | | | | | .00 | 2,030.91 | -1,833.06 | |
| 4310 | | | | | | | | | |
| | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10411 | -01 10864 | 6869 WELLS FARGO BANK | | 817.60 | -817.60 | TEMP AGENCY (PART TIME HE |
| TOTAL | | | | | | .00 | 817.60 | -817.60 | |
| TOTAL | | | | | | .00 | 2,848.51 | -2,650.66 | |
| TOTAL | | | | | | .00 | 2,848.51 | -2,650.66 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|---------------------------|
| 4230 | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 12/21 | 06/17/21 | 21 | | 10878 | 0304 LEMOORE HARDWARE | | 25.36 | .00 | 1" WHT 90DEG SXS E11 |
| 12/21 | 06/17/21 | 21 | | 10866 | 5866 FASTENAL COMPANY | | 11.27 | .00 | S/S NYLOK 1/2-13 |
| 12/21 | 06/17/21 | 21 | | 10878 | 0304 LEMOORE HARDWARE | | 7.27 | .00 | 3/16" ZN QUICK LINK |
| 12/21 | 06/17/21 | 21 | 10769 -01 | 10851 | 5140 BOGIE'S PUMP SYS | | 1,685.97 | -1,685.97 | 4618204 IMPELLER C MT COD |
| 12/21 | 06/17/21 | 21 | 10769 -02 | 10851 | 5140 BOGIE'S PUMP SYS | | 53.00 | -200.00 | FRIEGHT EST |
| 12/21 | 06/17/21 | 21 | 10769 -03 | 10851 | 5140 BOGIE'S PUMP SYS | | 122.23 | -122.23 | TAXES |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 1,905.10 | -2,008.20 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 12/21 | 06/17/21 | 21 | 10797 -02 | 10901 | 0876 QUAD KNOPF, INC. | | 297.00 | -297.00 | DEVELOPMENT IMPACT FEE ST |
| 12/21 | 06/17/21 | 21 | 10797 -03 | 10901 | 0876 QUAD KNOPF, INC. | | 297.00 | -297.00 | DEVELOPMENT IMPACT FEE ST |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 594.00 | -594.00 | |
| 4310LAB | | | | | LABS FOR TESTING - PROF | | | | |
| 12/21 | 06/17/21 | 21 | 10372 -01 | 10884 | 6245 MOORE TWINING AS | | 45.00 | -45.00 | ANALYTICAL TESTING OF WWT |
| 12/21 | 06/17/21 | 21 | 10372 -01 | 10884 | 6245 MOORE TWINING AS | | 45.00 | -45.00 | ANALYTICAL TESTING OF WWT |
| 12/21 | 06/17/21 | 21 | 10372 -01 | 10884 | 6245 MOORE TWINING AS | | 100.00 | -100.00 | ANALYTICAL TESTING OF WWT |
| 12/21 | 06/17/21 | 21 | 10372 -01 | 10884 | 6245 MOORE TWINING AS | | 120.00 | -120.00 | ANALYTICAL TESTING OF WWT |
| 12/21 | 06/17/21 | 21 | 10372 -01 | 10884 | 6245 MOORE TWINING AS | | 140.00 | -140.00 | ANALYTICAL TESTING OF WWT |
| 12/21 | 06/17/21 | 21 | 10372 -01 | 10884 | 6245 MOORE TWINING AS | | 315.00 | -315.00 | ANALYTICAL TESTING OF WWT |
| 12/21 | 06/17/21 | 21 | 10372 -01 | 10884 | 6245 MOORE TWINING AS | | 694.00 | -694.00 | ANALYTICAL TESTING OF WWT |
| TOTAL | | | | | LABS FOR TESTING - PROF | .00 | 1,459.00 | -1,459.00 | |
| 4340 | | | | | UTILITIES | | | | |
| 12/21 | 06/17/21 | 21 | | 10897 | 0363 PG&E | | 10.22 | .00 | 04/20/21-05/18/21 |
| 12/21 | 06/17/21 | 21 | | 10898 | 0363 PG&E | | 23.81 | .00 | 04/20/21-05/18/21 |
| 12/21 | 06/17/21 | 21 | | 10907 | 6266 SPARKLETTS | | 77.39 | .00 | WTR SERVICE |
| TOTAL | | | | | UTILITIES | .00 | 111.42 | .00 | |
| TOTAL | | | | | SEWER | .00 | 4,069.52 | -4,061.20 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 5303 - THOMAS LIFT STATION

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10560 | -01 10901 | 0876 QUAD KNOPF, INC. | | 4,048.00 | -4,048.00 | ENGINEERING FOR THOMAS LI |
| TOTAL | | | | | | .00 | 4,048.00 | -4,048.00 | |
| TOTAL | | | | | | .00 | 4,048.00 | -4,048.00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 5309 - UPGR CIMARRON PARK ST

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10561 | -01 10901 | 0876 QUAD KNOPF, INC. | | 9,195.00 | -9,195.00 | ENGINEERING FOR CIMARRON |
| TOTAL | | | | | | .00 | 9,195.00 | -9,195.00 | |
| TOTAL | | | | | | .00 | 9,195.00 | -9,195.00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 5508 - ENTERPRISE DR DRAINAGE

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10576 | -01 10901 | 0876 QUAD KNOPF, INC. | | 215.82 | -215.82 | 200340 PHASED DRAINAGE EV |
| TOTAL | | | | | | .00 | 215.82 | -215.82 | |
| TOTAL | | | | | | .00 | 215.82 | -215.82 | |
| TOTAL | | | | | | .00 | 17,528.34 | -17,520.02 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10370 | -01 10901 | 0876 QUAD KNOFF, INC. | | 1,095.00 | -1,095.00 | PROJECT #180249-DAPHNE ST |
| TOTAL | | | | | | .00 | 1,095.00 | -1,095.00 | |
| TOTAL | | | | | | .00 | 1,095.00 | -1,095.00 | |
| TOTAL | | | | | | .00 | 1,095.00 | -1,095.00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10782 | -01 10915 | 7238 WESTSCAPES | | 3,583.00 | -3,583.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 3,583.00 | -3,583.00 | |
| 4350 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10867 | 7176 FLOW TECH | | 211.46 | .00 | BACKFLOW TEST |
| 12/21 | 06/17/21 | 21 | | 10867 | 7176 FLOW TECH | | 211.46 | .00 | BACKFLOW TEST |
| TOTAL | | | | | | .00 | 422.92 | .00 | |
| TOTAL | | | | | | .00 | 4,005.92 | -3,583.00 | |
| TOTAL | | | | | | .00 | 4,005.92 | -3,583.00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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 |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10782 | -02 10915 | 7238 WESTSCAPES | | 452.00 | -452.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 452.00 | -452.00 | |
| TOTAL | | | | | | .00 | 452.00 | -452.00 | |
| TOTAL | | | | | | .00 | 452.00 | -452.00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10782 | -03 10915 | 7238 WESTSCAPES | | 75.00 | -75.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 75.00 | -75.00 | |
| TOTAL | | | | | | .00 | 75.00 | -75.00 | |
| TOTAL | | | | | | .00 | 75.00 | -75.00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10782 | -04 10915 | 7238 WESTSCAPES | | 81.00 | -81.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 81.00 | -81.00 | |
| TOTAL | | | | | | .00 | 81.00 | -81.00 | |
| TOTAL | | | | | | .00 | 81.00 | -81.00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10782 | -05 10915 | 7238 WESTSCAPES | | 291.00 | -291.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 291.00 | -291.00 | |
| TOTAL | | | | | | .00 | 291.00 | -291.00 | |
| TOTAL | | | | | | .00 | 291.00 | -291.00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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 |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10782 | -06 10915 | 7238 WESTSCAPES | | 412.00 | -412.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 412.00 | -412.00 | |
| TOTAL | | | | | | .00 | 412.00 | -412.00 | |
| TOTAL | | | | | | .00 | 412.00 | -412.00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10782 | -07 10915 | 7238 WESTSCAPES | | 434.00 | -434.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 434.00 | -434.00 | |
| TOTAL | | | | | | .00 | 434.00 | -434.00 | |
| TOTAL | | | | | | .00 | 434.00 | -434.00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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 |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10782 | -08 10915 | 7238 WESTSCAPES | | 295.00 | -295.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 295.00 | -295.00 | |
| 4350 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | | 10867 | 7176 FLOW TECH | | 211.46 | .00 | BACKFLOW TEST |
| TOTAL | | | | | | .00 | 211.46 | .00 | |
| TOTAL | | | | | LLMD ZONE 9 LA DANTE ROSE | .00 | 506.46 | -295.00 | |
| TOTAL | | | | | LLMD ZONE 9 LA DANTE ROSE | .00 | 506.46 | -295.00 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------|----------|------------|-----------|---------------------|--------|--------------|--------------|--|
| 4310 | | | | | | | | | |
| | 12/21 | 06/17/21 | 21 | 10782 | -09 10915 | | | | |
| | 12/21 | 06/17/21 | 21 | 10823 | -01 10915 | | | | |
| TOTAL | | | | | 7238 WESTSCAPES | .00 | 1,646.30 | -1,646.30 | MAY AND JUNE MAINTENANCE REPLACE TIME CLOCK |
| TOTAL | | | | | LLMD ZONE 10 AVALON | .00 | 1,646.30 | -1,646.30 | |
| TOTAL | | | | | LLMD ZONE 10 AVALON | .00 | 1,646.30 | -1,646.30 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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 |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10782 | -10 10915 | 7238 WESTSCAPES | | 89.50 | -89.50 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 89.50 | -89.50 | |
| TOTAL | | | | | | .00 | 89.50 | -89.50 | |
| TOTAL | | | | | | .00 | 89.50 | -89.50 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10782 | -11 10915 | 7238 WESTSCAPES | | 1,778.00 | -1,778.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 1,778.00 | -1,778.00 | |
| TOTAL | | | | | | .00 | 1,778.00 | -1,778.00 | |
| TOTAL | | | | | | .00 | 1,778.00 | -1,778.00 | |

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AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10782 | -12 10915 | 7238 WESTSCAPES | | 252.00 | -252.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 252.00 | -252.00 | |
| TOTAL | | | | | | .00 | 252.00 | -252.00 | |
| TOTAL | | | | | | .00 | 252.00 | -252.00 | |

PEI
DATE: 06/22/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 34
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10780 | -01 10915 | 7238 WESTSCAPES | | 599.00 | -599.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 599.00 | -599.00 | |
| TOTAL | | | | | | .00 | 599.00 | -599.00 | |
| TOTAL | | | | | | .00 | 599.00 | -599.00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 35
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10780 | -02 10915 | 7238 WESTSCAPES | | 1,771.00 | -1,771.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 1,771.00 | -1,771.00 | |
| TOTAL | | | | | | .00 | 1,771.00 | -1,771.00 | |
| TOTAL | | | | | | .00 | 1,771.00 | -1,771.00 | |

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DATE: 06/22/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 36
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10780 | -03 10915 | 7238 WESTSCAPES | | 525.00 | -525.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 525.00 | -525.00 | |
| TOTAL | | | | | | .00 | 525.00 | -525.00 | |
| TOTAL | | | | | | .00 | 525.00 | -525.00 | |

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DATE: 06/22/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 37
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10780 | -04 10915 | 7238 WESTSCAPES | | 439.00 | -439.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 439.00 | -439.00 | |
| TOTAL | | | | | | .00 | 439.00 | -439.00 | |
| TOTAL | | | | | | .00 | 439.00 | -439.00 | |

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DATE: 06/22/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 38
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10780 | -05 10915 | 7238 WESTSCAPES | | 634.00 | -634.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 634.00 | -634.00 | |
| TOTAL | | | | | | .00 | 634.00 | -634.00 | |
| TOTAL | | | | | | .00 | 634.00 | -634.00 | |

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DATE: 06/22/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 39
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 257 - PFMD ZONE 7
BUDGET UNIT - 4877 - PFMD ZONE 7

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10780 | -06 10915 | 7238 WESTSCAPES | | 81.00 | -81.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 81.00 | -81.00 | |
| TOTAL | | | | | | .00 | 81.00 | -81.00 | |
| TOTAL | | | | | | .00 | 81.00 | -81.00 | |

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DATE: 06/22/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 40
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 258 - PFMD ZONE 8
BUDGET UNIT - 4878 - PFMD ZONE 8

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10780 | -07 10915 | 7238 WESTSCAPES | | 557.00 | -557.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 557.00 | -557.00 | |
| TOTAL | | | | | | .00 | 557.00 | -557.00 | |
| TOTAL | | | | | | .00 | 557.00 | -557.00 | |

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DATE: 06/22/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 41
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 259 - PFMD ZONE 9
BUDGET UNIT - 4879 - PFMD ZONE 9

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10780 | -08 10915 | 7238 WESTSCAPES | | 579.00 | -579.00 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 579.00 | -579.00 | |
| TOTAL | | | | | | .00 | 579.00 | -579.00 | |
| TOTAL | | | | | | .00 | 579.00 | -579.00 | |

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DATE: 06/22/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 42
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 260 - PFMD ZONE 10
BUDGET UNIT - 4880 - PFMD ZONE 10

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/17/21 | 21 | 10780 | -09 10915 | 7238 WESTSCAPES | | 89.50 | -89.50 | MAY AND JUNE MAINTENANCE |
| TOTAL | | | | | | .00 | 89.50 | -89.50 | |
| TOTAL | | | | | | .00 | 89.50 | -89.50 | |
| TOTAL | | | | | | .00 | 89.50 | -89.50 | |
| TOTAL | | | | | | .00 | 89.50 | -89.50 | |
| TOTAL | | | | | | .00 | 211,400.25 | -149,590.36 | |

PEI
DATE: 06/22/2021
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CITY OF LEMOORE
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.yr='21' and transact.account between '3000' and '3999' and transact.batch='VM061621'
ACCOUNTING PERIOD: 12/21

FUND - 020 - TRAFFIC SAFETY
BUDGET UNIT - 020 - TRAFFIC SAFETY

| ACCOUNT | DATE | T/C | RECEIVE REFERENCE | PAYER/VENDOR | BUDGET | RECEIPTS | RECEIVABLES DESCRIPTION |
|--------------|----------------|-----|-------------------|--------------------|--------|----------|-------------------------|
| 3880 | MISCELLANEOUS | | | | | | |
| 12/21 | 06/17/21 | 210 | 10890 | T3160 PATRICK LUIS | | -712.50 | REFUND UNDULATIONS |
| TOTAL | MISCELLANEOUS | | | | .00 | -712.50 | .00 |
| TOTAL | TRAFFIC SAFETY | | | | .00 | -712.50 | .00 |
| TOTAL | TRAFFIC SAFETY | | | | .00 | -712.50 | .00 |
| TOTAL REPORT | | | | | .00 | -712.50 | .00 |

Warrant Register 6-25-2021

PEI
DATE: 06/28/2021
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CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | 10436 | -03 10945 | 2849 KINGS COUNTY ECO | | 1,666.63 | -1,666.63 | CHANGE ORDER 2 - ADD FUND |
| TOTAL | | | | | | .00 | 1,666.63 | -1,666.63 | |
| TOTAL | | | | | | .00 | 1,666.63 | -1,666.63 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|--------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/24/21 | 21 | | 10953 | 5396 OFFICE DEPOT | | 13.12 | .00 | LABEL, ADDR, OD, LSR |
| 12/21 | 06/24/21 | 21 | | 10953 | 5396 OFFICE DEPOT | | 18.56 | .00 | PAPER |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 31.68 | .00 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 12/21 | 06/24/21 | 21 | 10454 -02 | 10955 | 6316 PRICE PAIGE & CO | | 2,275.00 | -2,275.00 | CHANGE ORDER 1 ADD FUNDS |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 2,275.00 | -2,275.00 | |
| 4340 | | | | | UTILITIES | | | | |
| 12/21 | 06/24/21 | 21 | | 10927 | 5048 AT&T MOBILITY | | 93.46 | .00 | 05/03/21-06/02/21 |
| TOTAL | | | | | UTILITIES | .00 | 93.46 | .00 | |
| TOTAL | | | | | FINANCE | .00 | 2,400.14 | -2,275.00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | 10417 | -06 10956 | 0876 QUAD KNOPF, INC. | | 107.46 | -107.46 | CHANGE ORDER 2 - INCREASE |
| 12/21 | 06/24/21 | 21 | 10417 | -06 10956 | 0876 QUAD KNOPF, INC. | | 107.46 | -107.46 | CHANGE ORDER 2 - INCREASE |
| 12/21 | 06/24/21 | 21 | 10417 | -06 10956 | 0876 QUAD KNOPF, INC. | | 143.28 | -143.28 | CHANGE ORDER 2 - INCREASE |
| 12/21 | 06/24/21 | 21 | 10417 | -06 10956 | 0876 QUAD KNOPF, INC. | | 4,117.59 | -4,117.59 | CHANGE ORDER 2 - INCREASE |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 4,475.79 | -4,475.79 | |
| TOTAL | | | | | PLANNING | .00 | 4,475.79 | -4,475.79 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | OPERATING SUPPLIES |
| 12/21 | 06/24/21 | 21 | 10360 | -01 10964 | 1547 VERITIV OPERATIN | | 367.91 | -367.91 | MISC BATHROOM SUPPLIES |
| 12/21 | 06/24/21 | 21 | 10360 | -01 10964 | 1547 VERITIV OPERATIN | | 1,207.68 | -1,207.68 | MISC BATHROOM SUPPLIES |
| 12/21 | 06/24/21 | 21 | 10360 | -02 10964 | 1547 VERITIV OPERATIN | | 2,686.04 | -2,686.04 | CHANGE ORDER 1- ADD MISC |
| 12/21 | 06/24/21 | 21 | | 10954 | 5941 OMEGA INDUSTRIAL | | 474.34 | .00 | VISION PRO TASK MASTE |
| TOTAL | | | | | | .00 | 4,735.97 | -4,261.63 | |
| 4310 | | | | | | | | | PROFESSIONAL CONTRACT SVC |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 75.00 | .00 | MAT/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 52.38 | .00 | UNIFORM/TOWEL/MAT |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 52.38 | .00 | UNIFORM/TOWEL/MAT |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 57.38 | .00 | UNIFORM/TOWEL/MAT |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 70.95 | .00 | UNIFORM/TOWEL/MAT |
| 12/21 | 06/24/21 | 21 | | 10957 | 5287 RES COM PEST CON | | 38.00 | .00 | PEST CONTROL-411 W D |
| TOTAL | | | | | | .00 | 346.09 | .00 | |
| 4340 | | | | | | | | | UTILITIES |
| 12/21 | 06/24/21 | 21 | | 10927 | 5048 AT&T MOBILITY | | 221.05 | .00 | 05/03/21-06/02/21 |
| TOTAL | | | | | | .00 | 221.05 | .00 | |
| 4350 | | | | | | | | | REPAIR/MAINT SERVICES |
| 12/21 | 06/24/21 | 21 | 10356 | -01 10941 | 3045 HAYES GARAGE DOO | | 850.00 | -850.00 | GARAGE DOOR REPAIRS |
| TOTAL | | | | | | .00 | 850.00 | -850.00 | |
| TOTAL | | | | | | .00 | 6,153.11 | -5,111.63 | MAINTENANCE DIVISION |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10959 | 5352 SHRED-IT USA, IN | | 238.89 | .00 | SHRED - PD |
| TOTAL | | | | | | .00 | 238.89 | .00 | |
| TOTAL | | | | | | .00 | 238.89 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10949 | 0313 LEMOORE VOLUNTEE | | 581.97 | .00 | SMART N FINAL |
| 12/21 | 06/24/21 | 21 | 10855 -01 | 10931 | 2161 CASCADE FIRE | | 398.00 | -398.00 | BOOT, FIRE HUNTER XTREME |
| 12/21 | 06/24/21 | 21 | 10855 -02 | 10931 | 2161 CASCADE FIRE | | 398.00 | -398.00 | BOOT, FIRE HUNTER XTREME |
| 12/21 | 06/24/21 | 21 | 10855 -03 | 10931 | 2161 CASCADE FIRE | | 57.71 | -57.71 | TAX |
| 12/21 | 06/24/21 | 21 | 10855 -04 | 10931 | 2161 CASCADE FIRE | | 16.30 | -16.30 | CHANGE ORDER 1- ADD FREIG |
| TOTAL | | | | | | .00 | 1,451.98 | -870.01 | |
| 4230 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10948 | 0304 LEMOORE HARDWARE | | 90.07 | .00 | CFM OFFSET PUMP |
| TOTAL | | | | | | .00 | 90.07 | .00 | |
| 4310 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | 10380 -01 | 10949 | 0313 LEMOORE VOLUNTEE | | 18,750.00 | -18,750.00 | 4TH LVFDA QUARTERLY |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 42.54 | .00 | UNIFORM/TOWEL/MAT |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 42.54 | .00 | UNIFORM/TOWEL/MAT |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 104.91 | .00 | UNIFORM/TOWEL/MAT |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 104.91 | .00 | UNIFORM/TOWEL/MAT |
| TOTAL | | | | | | .00 | 19,044.90 | -18,750.00 | |
| 4340 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | 10726 -03 | 10927 | 5048 AT&T MOBILITY | | 750.50 | -750.50 | IPAD 8TH GEN |
| 12/21 | 06/24/21 | 21 | | 10927 | 5048 AT&T MOBILITY | | 532.16 | .00 | 05/03/21-06/02/21 |
| 12/21 | 06/24/21 | 21 | | 10927 | 5048 AT&T MOBILITY | | -220.00 | .00 | 05/03/21-06/02/21 |
| TOTAL | | | | | | .00 | 1,062.66 | -750.50 | |
| TOTAL | | | | | | .00 | 21,649.61 | -20,370.51 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|--------------------|--------|--------------|--------------|-------------------|
| 4340 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10927 | 5048 AT&T MOBILITY | | 147.75 | .00 | 05/03/21-06/02/21 |
| TOTAL | | | | | | .00 | 147.75 | .00 | |
| TOTAL | | | | | | .00 | 147.75 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|--------------------|--------|--------------|--------------|-------------------|
| 4340 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10927 | 5048 AT&T MOBILITY | | 44.21 | .00 | 05/03/21-06/02/21 |
| TOTAL | | | | | | .00 | 44.21 | .00 | |
| TOTAL | | | | | | .00 | 44.21 | .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 in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|---------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 5.08 | .00 | UNIFORM/GLOVES/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 10.23 | .00 | UNIFORM/GLOVES/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 10.23 | .00 | UNIFORM/GLOVES/MASK |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 25.54 | .00 | |
| TOTAL | | | | | STREETS | .00 | 25.54 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/24/21 | 21 | | 10924 | 6081 ALL AMERICAN POO | | 36.47 | .00 | MURATIC ACID RETUNABL |
| 12/21 | 06/24/21 | 21 | | 10924 | 6081 ALL AMERICAN POO | | 154.43 | .00 | MURATIC ACID RETURNAB |
| 12/21 | 06/24/21 | 21 | | 10958 | 6613 THE SHERWIN WILL | | 402.08 | .00 | PAINT |
| 12/21 | 06/24/21 | 21 | | 10958 | 6613 THE SHERWIN WILL | | 476.35 | .00 | WHITE PAINT |
| 12/21 | 06/24/21 | 21 | | 10947 | 0286 LAWRENCE TRACTOR | | 193.47 | .00 | CHAIN LOOP |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 1,262.80 | .00 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 11.04 | .00 | UNIFORM/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 11.04 | .00 | UNIFORM/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 11.04 | .00 | UNIFORM/MASK |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 33.12 | .00 | |
| TOTAL | | | | | PARKS | .00 | 1,295.92 | .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 in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|--------------------|--------|--------------|--------------|-------------------|
| 4340 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10927 | 5048 AT&T MOBILITY | | 88.42 | .00 | 05/03/21-06/02/21 |
| TOTAL | | | | | | .00 | 88.42 | .00 | |
| TOTAL | | | | | | .00 | 88.42 | .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 in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|------------------------|--------|--------------|--------------|-------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10933 | 4056 COMCAST | | 2,118.91 | .00 | 06/01/21-06/30/21 |
| TOTAL | | | | | | .00 | 2,118.91 | .00 | |
| 4340 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10927 | 5048 AT&T MOBILITY | | 49.25 | .00 | 05/03/21-06/02/21 |
| TOTAL | | | | | | .00 | 49.25 | .00 | |
| TOTAL | | | | | INFORMATION TECHNOLOGY | .00 | 2,168.16 | .00 | |

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EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------|----------|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4360 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10950 | T2384 EDWARD MILLER | | 84.91 | .00 | REIMBURSE DMV FEES |
| | 12/21 | 06/24/21 | 21 | 10943 | T2229 TANNER JACQUES | | 1,500.00 | .00 | TUITION REIMBURSEMENT |
| TOTAL | | | | | TRAINING | .00 | 1,584.91 | .00 | |
| 4980 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10946 | 7252 LAW OFFICE OF BR | | 3,000.00 | .00 | SETTLEMENT AND RELEAS |
| TOTAL | | | | | LEGAL EXPENSE | .00 | 3,000.00 | .00 | |
| TOTAL | | | | | HUMAN RESOURCES | .00 | 4,584.91 | .00 | |
| TOTAL | | | | | GENERAL FUND | .00 | 44,939.08 | -33,899.56 | |

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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 in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10928 | 6145 AUTOZONE | | 289.54 | .00 | CYLINDER |
| TOTAL | | | | | | .00 | 289.54 | .00 | |
| 4220F | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | 10367 | -01 10939 | 0068 GARY V. BURROWS, | | 12,498.89 | -12,498.89 | BLANKET PO FOR FUEL |
| TOTAL | | | | | | .00 | 12,498.89 | -12,498.89 | |
| 4230 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10952 | 7236 N & S TRACTOR | | 5.32 | .00 | FILTER |
| TOTAL | | | | | | .00 | 5.32 | .00 | |
| 4310 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 1.35 | .00 | UNIFORM/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 1.35 | .00 | UNIFORM/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 1.45 | .00 | UNIFORM/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 1.45 | .00 | UNIFORM/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 39.89 | .00 | UNIFORM/MOP/TOWEL |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 39.89 | .00 | UNIFORM/MOP/TOWEL |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 39.89 | .00 | UNIFORM/MOP/TOWEL |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 39.89 | .00 | UNIFORM/MOP/TOWEL |
| TOTAL | | | | | | .00 | 165.16 | .00 | |
| 4340 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10927 | 5048 AT&T MOBILITY | | 44.21 | .00 | 05/03/21-06/02/21 |
| TOTAL | | | | | | .00 | 44.21 | .00 | |
| 4350 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | 10385 | -01 10929 | 0056 BILLINGSLEY TIRE | | 559.30 | -559.30 | TIRE REPAIR/REPLACEMENT |
| 12/21 | 06/24/21 | 21 | 10385 | -02 10929 | 0056 BILLINGSLEY TIRE | | 617.39 | -617.39 | CHANGE ORDER-1 ADD FUNDS |
| 12/21 | 06/24/21 | 21 | 10385 | -02 10929 | 0056 BILLINGSLEY TIRE | | 655.07 | -655.07 | CHANGE ORDER-1 ADD FUNDS |
| 12/21 | 06/24/21 | 21 | 10385 | -02 10929 | 0056 BILLINGSLEY TIRE | | 1,259.43 | -1,259.43 | CHANGE ORDER-1 ADD FUNDS |
| 12/21 | 06/24/21 | 21 | 10385 | -02 10929 | 0056 BILLINGSLEY TIRE | | 1,476.77 | -1,476.77 | CHANGE ORDER-1 ADD FUNDS |
| 12/21 | 06/24/21 | 21 | | 10966 | 6741 VISION GLASS WER | | 175.00 | .00 | R & I SIDE WINDOW |
| 12/21 | 06/24/21 | 21 | 10869 | -01 10934 | 5289 CUMMINS PACIFIC, | | 3,281.66 | -3,281.66 | COMPUTER FOR TRUCK # 114 |
| 12/21 | 06/24/21 | 21 | 10870 | -01 10932 | 5964 CENTRAL VALLEY U | | 825.83 | -825.83 | REPAIR SEATS ON TRUCK #31 |
| TOTAL | | | | | | .00 | 8,850.45 | -8,675.45 | |
| TOTAL | | | | | | .00 | 21,853.57 | -21,174.34 | |
| TOTAL | | | | | | .00 | 21,853.57 | -21,174.34 | |

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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 in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------|----------|------------|-----------------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10936 | 5866 FASTENAL COMPANY | | 131.84 | .00 | TOWELS |
| TOTAL | | | | | | .00 | 131.84 | .00 | |
| 4220CH | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10817 -03 10963 | 6058 UNIVAR | | 1,654.70 | -1,654.70 | 69362- CAUSTIC SODA 50% - |
| | 12/21 | 06/24/21 | 21 | 10817 -03 10963 | 6058 UNIVAR | | 1,905.42 | -1,905.42 | 69362- CAUSTIC SODA 50% - |
| TOTAL | | | | | | .00 | 3,560.12 | -3,560.12 | |
| 4230 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10866 -01 10940 | 0521 GRAINGER | | 1,093.44 | -1,093.44 | 477564567- PRESSURE SWITC |
| | 12/21 | 06/24/21 | 21 | 10866 -02 10940 | 0521 GRAINGER | | 79.28 | -79.28 | TAXES |
| | 12/21 | 06/24/21 | 21 | 10940 | 0521 GRAINGER | | 163.58 | .00 | COOLER HARD SIDED |
| | 12/21 | 06/24/21 | 21 | 10375 -01 10937 | 0188 FERGUSON ENTERPR | | 182.63 | -182.63 | BLANKET PO WATER DISTRIBU |
| | 12/21 | 06/24/21 | 21 | 10375 -01 10937 | 0188 FERGUSON ENTERPR | | 8,112.23 | -8,112.23 | BLANKET PO WATER DISTRIBU |
| | 12/21 | 06/24/21 | 21 | 10375 -02 10937 | 0188 FERGUSON ENTERPR | | 165.12 | -165.12 | BLANKET PO FIRE HYDRANTS |
| | 12/21 | 06/24/21 | 21 | 10375 -02 10937 | 0188 FERGUSON ENTERPR | | 2,289.39 | -2,289.39 | BLANKET PO FIRE HYDRANTS |
| TOTAL | | | | | | .00 | 12,085.67 | -11,922.09 | |
| 4310 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10926 | 2653 ARAMARK UNIFORM | | 50.84 | .00 | UNIFORM/GLOVES/MASK |
| | 12/21 | 06/24/21 | 21 | 10926 | 2653 ARAMARK UNIFORM | | 50.84 | .00 | UNIFORM/GLOVES/MASK |
| | 12/21 | 06/24/21 | 21 | 10926 | 2653 ARAMARK UNIFORM | | 50.84 | .00 | UNIFORM/GLOVES/MASK |
| | 12/21 | 06/24/21 | 21 | 10926 | 2653 ARAMARK UNIFORM | | 50.84 | .00 | UNIFORM/GLOVES/MASK |
| TOTAL | | | | | | .00 | 203.36 | .00 | |
| 4340 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10965 | 0116 VERIZON WIRELESS | | 50.01 | .00 | 05/05/21-06/04/21 |
| | 12/21 | 06/24/21 | 21 | 10927 | 5048 AT&T MOBILITY | | 610.01 | .00 | 05/03/21-06/02/21 |
| TOTAL | | | | | | .00 | 660.02 | .00 | |
| 4350 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10805 -01 10951 | 7167 MUNIQUIP, LLC | | 5,615.00 | -5,615.00 | REBUILD PEERLESS 6AE14 PU |
| | 12/21 | 06/24/21 | 21 | 10805 -02 10951 | 7167 MUNIQUIP, LLC | | 225.00 | -225.00 | ESTIMATED TAXES |
| | 12/21 | 06/24/21 | 21 | 10805 -03 10951 | 7167 MUNIQUIP, LLC | | 555.00 | -555.00 | CHANGE ORDER-1 ADD FUNDS |
| | 12/21 | 06/24/21 | 21 | 10805 -04 10951 | 7167 MUNIQUIP, LLC | | 222.23 | -222.23 | CHANGE ORDER-1 DIFFERENCE |
| | 12/21 | 06/24/21 | 21 | 10951 | 7167 MUNIQUIP, LLC | | .10 | .00 | REBUILD PEERLESS 6AE1 |
| TOTAL | | | | | | .00 | 6,617.33 | -6,617.23 | |
| TOTAL | | | | | | .00 | 23,258.34 | -22,099.44 | |

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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 in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | 10473 | -01 10942 | 5546 INFOSEND | | 1,453.72 | -1,453.72 | UTILITY BILLING STATEMENT |
| TOTAL | | | | | | .00 | 1,453.72 | -1,453.72 | |
| 4335 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | 10473 | -03 10942 | 5546 INFOSEND | | 2,813.08 | -2,813.08 | CHANGE ORDER -1 ADD FUNDS |
| TOTAL | | | | | | .00 | 2,813.08 | -2,813.08 | |
| TOTAL | | | | | | .00 | 4,266.80 | -4,266.80 | |
| TOTAL | | | | | | .00 | 27,525.14 | -26,366.24 | |

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

FUND - 052 - WATER INCIDENT FUND
BUDGET UNIT - 4752 - WATER INCIDENT

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10983 | 7160 JESSE MARTINEZ | | 87.00 | .00 | REIMBURSE OF TAXES PA |
| 12/21 | 06/24/21 | 21 | | 10944 | 7160 JESSE MARTINEZ | | 843.30 | .00 | PAYOFF AMOUNT FOR PER |
| TOTAL | | | | | | .00 | 930.30 | .00 | |
| | | | | | | | | | |
| | | | | | | | | | |
| TOTAL | | | | | | .00 | 930.30 | .00 | |
| | | | | | | | | | |
| TOTAL | | | | | | .00 | 930.30 | .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 in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------|----------|------------|-----------------|-----------------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10926 | 2653 ARAMARK UNIFORM | | 71.94 | .00 | UNIFORM/MASK |
| | 12/21 | 06/24/21 | 21 | 10926 | 2653 ARAMARK UNIFORM | | 72.04 | .00 | UNIFORM/MASK |
| | 12/21 | 06/24/21 | 21 | 10926 | 2653 ARAMARK UNIFORM | | 72.05 | .00 | UNIFORM/MASK |
| | 12/21 | 06/24/21 | 21 | 10926 | 2653 ARAMARK UNIFORM | | 114.44 | .00 | UNIFORM/MASK |
| TOTAL | | | | | | .00 | 330.47 | .00 | |
| 4340 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10927 | 5048 AT&T MOBILITY | | 623.98 | .00 | 05/03/21-06/02/21 |
| TOTAL | | | | | | .00 | 623.98 | .00 | |
| 4840 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10463 -01 10935 | 6052 E.M. THARP, INC. | | 278,968.87 | -278,968.87 | ASSET #2553 REFUSE TRUCK |
| TOTAL | | | | | | .00 | 278,968.87 | -278,968.87 | |
| TOTAL | | | | | | .00 | 279,923.32 | -278,968.87 | |
| TOTAL | | | | | | .00 | 279,923.32 | -278,968.87 | |

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EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|---------------------------|
| 4170 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10960 | T2387 JOE SOTO | | 200.00 | .00 | REIMBURSEMENT BOOT |
| TOTAL | | | | | | .00 | 200.00 | .00 | |
| 4220 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10962 | 6049 UNISAFE, INC. | | 385.86 | .00 | LATEX EXAM GLOVES |
| 12/21 | 06/24/21 | 21 | | 10938 | 6751 FURTADO WELDING | | 19.31 | .00 | GLOVES |
| 12/21 | 06/24/21 | 21 | | 10936 | 5866 FASTENAL COMPANY | | 12.18 | .00 | HAND WIPES |
| TOTAL | | | | | | .00 | 417.35 | .00 | |
| 4220CH | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | 10371 -01 | 10961 | 2072 THATCHER COMPANY | | -2,000.00 | 2,000.00 | WASTEWATER - CHLORINE |
| 12/21 | 06/24/21 | 21 | 10371 -01 | 10961 | 2072 THATCHER COMPANY | | -2,000.00 | 2,000.00 | WASTEWATER - CHLORINE |
| 12/21 | 06/24/21 | 21 | 10371 -01 | 10961 | 2072 THATCHER COMPANY | | -2,000.00 | 2,000.00 | WASTEWATER - CHLORINE |
| 12/21 | 06/24/21 | 21 | 10371 -01 | 10961 | 2072 THATCHER COMPANY | | 4,345.95 | -4,345.95 | WASTEWATER - CHLORINE |
| 12/21 | 06/24/21 | 21 | 10371 -01 | 10961 | 2072 THATCHER COMPANY | | 4,345.95 | -4,345.95 | WASTEWATER - CHLORINE |
| 12/21 | 06/24/21 | 21 | 10371 -01 | 10961 | 2072 THATCHER COMPANY | | 4,345.95 | -3,034.50 | WASTEWATER - CHLORINE |
| TOTAL | | | | | | .00 | 7,037.85 | -5,726.40 | |
| 4230 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | 10768 -01 | 10930 | 5140 BOGIE'S PUMP SYS | | 4,770.00 | -4,770.00 | CROSSOVER FOR 3" FLYGT 30 |
| 12/21 | 06/24/21 | 21 | 10768 -02 | 10930 | 5140 BOGIE'S PUMP SYS | | 650.00 | -650.00 | FREIGHT ESTIMATE |
| 12/21 | 06/24/21 | 21 | 10768 -03 | 10930 | 5140 BOGIE'S PUMP SYS | | 345.83 | -345.83 | TAXES |
| 12/21 | 06/24/21 | 21 | 10768 -04 | 10930 | 5140 BOGIE'S PUMP SYS | | 71.15 | -71.15 | CHANGE ORDER 1- ADD ADDIT |
| TOTAL | | | | | | .00 | 5,836.98 | -5,836.98 | |
| 4310 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 46.53 | .00 | UNIFORM/MAT/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 46.53 | .00 | UNIFORM/MAT/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 51.18 | .00 | UNIFORM/MAT/MASK |
| 12/21 | 06/24/21 | 21 | | 10926 | 2653 ARAMARK UNIFORM | | 51.18 | .00 | UNIFORM/MAT/MASK |
| TOTAL | | | | | | .00 | 195.42 | .00 | |
| 4340 | | | | | | | | | |
| 12/21 | 06/24/21 | 21 | | 10927 | 5048 AT&T MOBILITY | | 484.71 | .00 | 05/03/21-06/02/21 |
| TOTAL | | | | | | .00 | 484.71 | .00 | |
| TOTAL | | | | | SEWER | .00 | 14,172.31 | -11,563.38 | |
| TOTAL | | | | | SEWER& STORM WTR DRAINAGE | .00 | 14,172.31 | -11,563.38 | |

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DATE: 06/28/2021
TIME: 16:14:50

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 20
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch in ('VM062521','VM62521')
ACCOUNTING PERIOD: 12/21

FUND - 090 - TRUST & AGENCY
BUDGET UNIT - 4295 - TRUST & AGENCY

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------|----------|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4430 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10981 | 0306 LEMOORE HIGH SCH | | 4,134.34 | .00 | IMPACT FEE 5/1-5/31 |
| | 12/21 | 06/24/21 | 21 | 10982 | 0301 LEMOORE UNION SC | | 6,201.52 | .00 | IMPACT FEE 5/1-5/31 |
| | 12/21 | 06/24/21 | 21 | 10981 | 0306 LEMOORE HIGH SCH | | 12,446.50 | .00 | IMPACT FEE 4/1-4/31 |
| | 12/21 | 06/24/21 | 21 | 10982 | 0301 LEMOORE UNION SC | | 18,669.75 | .00 | IMPACT FEES 4/1-4/31 |
| TOTAL | | | | | | .00 | 41,452.11 | .00 | |
| 4432 | | | | | | | | | |
| | 12/21 | 06/24/21 | 21 | 10980 | 5561 KINGS COUNTY TRE | | 1,618.27 | .00 | COUNTY IMPAC MAY 2021 |
| TOTAL | | | | | | .00 | 1,618.27 | .00 | |
| TOTAL | | | | | | .00 | 43,070.38 | .00 | |
| TOTAL | | | | | | .00 | 43,070.38 | .00 | |
| TOTAL | | | | | | .00 | 432,414.10 | -371,972.39 | |

Warrant Register 6-30-2021

PEI
DATE: 06/30/2021
TIME: 15:27:46

CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|----------------|
| 4140 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11026 | 6868 MIDAMERICA ADMIN | | 28.13 | .00 | MARY FRENCH |
| 12/21 | 06/30/21 | 21 | | 11026 | 6868 MIDAMERICA ADMIN | | 28.13 | .00 | ALLEN GOODMAN |
| TOTAL | | | | | HEALTH INSURANCE | .00 | 56.26 | .00 | |
| 4380 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 508.23 | .00 | PRINTER/COPIER |
| TOTAL | | | | | RENTALS & LEASES | .00 | 508.23 | .00 | |
| TOTAL | | | | | CITY MANAGER | .00 | 564.49 | .00 | |

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DATE: 06/30/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4330 | | | | | | | | | |
| | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10426 | -01 11051 | 7181 SANTA MARIA CALI | | 246.25 | -246.25 | BLANKET PO - LEGAL NOTICE |
| 12/21 | 06/30/21 | 21 | | 11051 | 7181 SANTA MARIA CALI | | 21.71 | .00 | LEGAL NOTICE |
| TOTAL | | | | | | .00 | 267.96 | -246.25 | |
| 4380 | | | | | | | | | |
| | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 10.38 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 10.38 | .00 | |
| TOTAL | | | | | | .00 | 278.34 | -246.25 | |

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DATE: 06/30/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|--------------------|-----------|-----------------------|--------|--------------|--------------|----------------|
| 4220 | | | OPERATING SUPPLIES | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11028 | 5396 OFFICE DEPOT | | 47.59 | .00 | TAPE/BOXES |
| TOTAL | | | OPERATING SUPPLIES | | | .00 | 47.59 | .00 | |
| 4380 | | | RENTALS & LEASES | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 283.29 | .00 | PRINTER/COPIER |
| TOTAL | | | RENTALS & LEASES | | | .00 | 283.29 | .00 | |
| TOTAL | | | FINANCE | | | .00 | 330.88 | .00 | |

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DATE: 06/30/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10417 | -03 11038 | 0876 QUAD KNOPF, INC. | | 474.12 | -474.12 | CHANGE ORDER 1- LACEY RAN |
| 12/21 | 06/30/21 | 21 | 10417 | -06 11038 | 0876 QUAD KNOPF, INC. | | 214.92 | -214.92 | CHANGE ORDER 2 - INCREASE |
| 12/21 | 06/30/21 | 21 | 10417 | -06 11038 | 0876 QUAD KNOPF, INC. | | 361.98 | -361.98 | CHANGE ORDER 2 - INCREASE |
| 12/21 | 06/30/21 | 21 | 10417 | -06 11038 | 0876 QUAD KNOPF, INC. | | 361.98 | -361.98 | CHANGE ORDER 2 - INCREASE |
| 12/21 | 06/30/21 | 21 | 10417 | -06 11038 | 0876 QUAD KNOPF, INC. | | 2,021.94 | -2,021.94 | CHANGE ORDER 2 - INCREASE |
| 12/21 | 06/30/21 | 21 | 10787 | -02 11038 | 0876 QUAD KNOPF, INC. | | 1,558.00 | -1,558.00 | MITIGATED NEGATIVE DECLAR |
| 12/21 | 06/30/21 | 21 | 10876 | -01 11038 | 0876 QUAD KNOPF, INC. | | 1,710.00 | -1,710.00 | TECHNICAL STUDIES (CULTUR |
| 12/21 | 06/30/21 | 21 | 10877 | -01 11038 | 0876 QUAD KNOPF, INC. | | 4,320.00 | -4,320.00 | TECHNICAL STUDIES (BIO & |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 11,022.94 | -11,022.94 | |
| 4380 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 173.97 | .00 | PRINTER/COPIER |
| TOTAL | | | | | RENTALS & LEASES | .00 | 173.97 | .00 | |
| TOTAL | | | | | PLANNING | .00 | 11,196.91 | -11,022.94 | |

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DATE: 06/30/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|-------------------|-------|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | OPERATING SUPPLIES |
| 12/21 06/30/21 21 | 10360 | -02 | 11060 | 1547 VERITIV OPERATIN | | 353.54 | -353.54 | CHANGE ORDER 1- ADD MISC |
| 12/21 06/30/21 21 | 10879 | -01 | 11029 | 5941 OMEGA INDUSTRIAL | | 507.57 | -507.57 | DRILL BIT SETS |
| TOTAL | | | | | .00 | 861.11 | -861.11 | |
| 4220S | | | | | | | | STREETS-OPERATING SUPPLIE |
| 12/21 06/30/21 21 | | | 11029 | 5941 OMEGA INDUSTRIAL | | 27.30 | .00 | FLAT CHISEL 5/8 |
| TOTAL | | | | | .00 | 27.30 | .00 | |
| 4310 | | | | | | | | PROFESSIONAL CONTRACT SVC |
| 12/21 06/30/21 21 | 10875 | -01 | 11002 | 5758 MARK FERNANDES | | 250.00 | -250.00 | LANDSCAPING AT SARAH MOON |
| 12/21 06/30/21 21 | 10875 | -02 | 11002 | 5758 MARK FERNANDES | | 250.00 | -250.00 | LANDSCAPING AT POLICE STA |
| TOTAL | | | | | .00 | 500.00 | -500.00 | |
| 4340 | | | | | | | | UTILITIES |
| 12/21 06/30/21 21 | | | 11033 | 0363 PG&E | | 7,069.32 | .00 | 04/23/21-05/23/21 |
| 12/21 06/30/21 21 | | | 11045 | 0423 SOCALGAS | | 41.08 | .00 | 05/20/21-06/21/21 |
| 12/21 06/30/21 21 | | | 11045 | 0423 SOCALGAS | | 38.53 | .00 | 05/18/21-06/17/21 |
| 12/21 06/30/21 21 | | | 11045 | 0423 SOCALGAS | | 78.62 | .00 | 05/18/21-06/17/21 |
| 12/21 06/30/21 21 | | | 11045 | 0423 SOCALGAS | | 87.52 | .00 | 05/18/21-06/17/21 |
| 12/21 06/30/21 21 | | | 11045 | 0423 SOCALGAS | | 90.17 | .00 | 05/20/21-06/21/21 |
| 12/21 06/30/21 21 | | | 11045 | 0423 SOCALGAS | | 295.35 | .00 | 05/18/21-06/17/21 |
| TOTAL | | | | | .00 | 7,700.59 | .00 | |
| 4350 | | | | | | | | REPAIR/MAINT SERVICES |
| 12/21 06/30/21 21 | | | 11019 | 1263 KINGS COUNTY MOB | | 376.11 | .00 | REKEY CYLINDER |
| 12/21 06/30/21 21 | | | 11019 | 1263 KINGS COUNTY MOB | | 129.61 | .00 | REKEY CYLINDER |
| TOTAL | | | | | .00 | 505.72 | .00 | |
| TOTAL | | | | | .00 | 9,594.72 | -1,361.11 | MAINTENANCE DIVISION |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-------------------------|
| 4140 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11026 | 6868 MIDAMERICA ADMIN | | 28.13 | .00 | PATRICK MUNDY |
| 12/21 | 06/30/21 | 21 | | 11026 | 6868 MIDAMERICA ADMIN | | 28.13 | .00 | CHARLES STULL |
| TOTAL | | | | | | .00 | 56.26 | .00 | |
| 4310 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10522 | -01 11018 | 0772 COUNTY OF KINGS | | 3,559.26 | -3,559.26 | MAY 2021 |
| TOTAL | | | | | | .00 | 3,559.26 | -3,559.26 | |
| 4340 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11061 | 0116 VERIZON WIRELESS | | 2,190.33 | .00 | 05/17/21-06/16/21 |
| TOTAL | | | | | | .00 | 2,190.33 | .00 | |
| 4380 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10422 | -01 11056 | 5842 U.S. BANK EQUIPM | | 719.91 | -719.91 | CONTRACT PAYMENT COPIER |
| TOTAL | | | | | | .00 | 719.91 | -719.91 | |
| TOTAL | | | | | | .00 | 6,525.76 | -4,279.17 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|--------------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | OPERATING SUPPLIES | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11043 | 2932 SAVEMART SUPERMA | | 128.75 | .00 | TUES. TRAINING MEETIN |
| 12/21 | 06/30/21 | 21 | | 11043 | 2932 SAVEMART SUPERMA | | 223.24 | .00 | TUES. TRAINING MEETIN |
| 12/21 | 06/30/21 | 21 | | 11043 | 2932 SAVEMART SUPERMA | | 277.91 | .00 | TUES. TRAINING MEETIN |
| 12/21 | 06/30/21 | 21 | | 11043 | 2932 SAVEMART SUPERMA | | 166.01 | .00 | TUES. TRAINING MEETIN |
| TOTAL | | | OPERATING SUPPLIES | | | .00 | 795.91 | .00 | |
| 4340 | | | UTILITIES | | | | | | |
| 12/21 | 06/30/21 | 21 | | 10996 | 7058 COMCAST | | 50.80 | .00 | 06/13/21-07/12/21 |
| TOTAL | | | UTILITIES | | | .00 | 50.80 | .00 | |
| 4380 | | | RENTALS & LEASES | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 30.88 | .00 | PRINTER/COPIER |
| TOTAL | | | RENTALS & LEASES | | | .00 | 30.88 | .00 | |
| TOTAL | | | FIRE | | | .00 | 877.59 | .00 | |

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DATE: 06/30/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|----------------|
| 4140 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11026 | 6868 MIDAMERICA ADMIN | | 28.12 | .00 | RONALD HENSON |
| TOTAL | | | | | | .00 | 28.12 | .00 | |
| 4380 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 905.10 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 905.10 | .00 | |
| TOTAL | | | | | | .00 | 933.22 | .00 | |

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DATE: 06/30/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| | | | | | | | | | PROFESSIONAL CONTRACT SVC |
| 12/21 | 06/30/21 | 21 | 10343 | -02 11038 | 0876 QUAD KNOPF, INC. | | 143.28 | -143.28 | CHANGE ORDER 1 - INCREASE |
| 12/21 | 06/30/21 | 21 | 10343 | -02 11038 | 0876 QUAD KNOPF, INC. | | 527.22 | -527.22 | CHANGE ORDER 1 - INCREASE |
| 12/21 | 06/30/21 | 21 | 10343 | -02 11038 | 0876 QUAD KNOPF, INC. | | 657.64 | -657.64 | CHANGE ORDER 1 - INCREASE |
| 12/21 | 06/30/21 | 21 | 10343 | -02 11038 | 0876 QUAD KNOPF, INC. | | 2,276.55 | -2,276.55 | CHANGE ORDER 1 - INCREASE |
| 12/21 | 06/30/21 | 21 | 10343 | -03 11038 | 0876 QUAD KNOPF, INC. | | 463.32 | -463.32 | CHANGE ORDER #2 - ADD FUN |
| 12/21 | 06/30/21 | 21 | 10343 | -03 11038 | 0876 QUAD KNOPF, INC. | | 632.24 | -632.24 | CHANGE ORDER #2 - ADD FUN |
| 12/21 | 06/30/21 | 21 | 10874 | -01 10986 | 6733 BLACKBURN CONSUL | | 6,039.75 | -6,039.75 | MARCH TESTING |
| 12/21 | 06/30/21 | 21 | | 10986 | 6733 BLACKBURN CONSUL | | 189.00 | .00 | 3045.X 027 BATH PROPE |
| TOTAL | | | | | | .00 | 10,929.00 | -10,740.00 | |
| 4380 | | | | | | | | | |
| | | | | | | | | | RENTALS & LEASES |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 304.56 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 304.56 | .00 | |
| TOTAL | | | | | | .00 | 11,233.56 | -10,740.00 | |

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DATE: 06/30/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------|----------|------------|-----------|-----------|-----------------------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| | 12/21 | 06/30/21 | 21 | 10867 | -01 11047 | 5306 T&T PAVEMENT MAR | 7,569.00 | -7,569.00 | STRIPING ON IONA BETWEEN |
| | 12/21 | 06/30/21 | 21 | 10867 | -02 11047 | 5306 T&T PAVEMENT MAR | 1,973.00 | -1,973.00 | STRIPING ON C STREET AND |
| | 12/21 | 06/30/21 | 21 | 10492 | -01 11002 | 5758 MARK FERNANDES | 500.00 | -500.00 | LANDSCAPING AT CMC - 500/ |
| | 12/21 | 06/30/21 | 21 | 10492 | -02 11002 | 5758 MARK FERNANDES | 200.00 | -200.00 | LANDSCAPING AT PD - 200MO |
| TOTAL | | | | | | .00 | 10,242.00 | -10,242.00 | |
| 4340 | | | | | | | | | |
| | 12/21 | 06/30/21 | 21 | | 11034 | 0363 PG&E | 84.05 | .00 | 05/14/21-06/14/21 |
| TOTAL | | | | | | .00 | 84.05 | .00 | |
| 4380 | | | | | | | | | |
| | 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | 12.56 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 12.56 | .00 | |
| TOTAL | | | | | | .00 | 10,338.61 | -10,242.00 | |

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DATE: 06/30/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/30/21 | 21 | | 11025 | 5333 MEDALLION SUPPLY | | 168.07 | .00 | 2 HOLE INS CONN |
| 12/21 | 06/30/21 | 21 | | 11013 | 5199 INNOVATIVE PLAYG | | 175.90 | .00 | SUPPLY BURKE MOUNTING |
| 12/21 | 06/30/21 | 21 | 10363 | -01 11060 | 1547 VERITIV OPERATIN | | 3,201.13 | -3,201.13 | PARK SUPPLIES |
| 12/21 | 06/30/21 | 21 | 10742 | -01 11013 | 5199 INNOVATIVE PLAYG | | 817.14 | -817.14 | SLIDE SUPPORTS FOR LIONS |
| 12/21 | 06/30/21 | 21 | 10714 | -01 11013 | 5199 INNOVATIVE PLAYG | | 2,391.57 | -2,391.57 | REPLACEMENT SLIDE FOR LIO |
| 12/21 | 06/30/21 | 21 | 10714 | -02 11013 | 5199 INNOVATIVE PLAYG | | 126.04 | -126.04 | TAX |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 6,879.85 | -6,535.88 | |
| 4310 | | | | | PROFESSIONAL CONTRACT SVC | | | | |
| 12/21 | 06/30/21 | 21 | 10778 | -01 10993 | 6459 CLEAN CUT LANDSC | | 669.58 | -669.58 | VETERANS PARK-MAY AND JUN |
| 12/21 | 06/30/21 | 21 | 10778 | -02 10993 | 6459 CLEAN CUT LANDSC | | 3,781.60 | -3,781.60 | HERITAGE PARK-MAY AND JUN |
| 12/21 | 06/30/21 | 21 | 10778 | -03 10993 | 6459 CLEAN CUT LANDSC | | 2,361.32 | -2,361.32 | LIONS PARK-MAY AND JUNE |
| 12/21 | 06/30/21 | 21 | 10778 | -04 10993 | 6459 CLEAN CUT LANDSC | | 37.20 | -37.20 | D STREET PLAZA -MAY AND J |
| 12/21 | 06/30/21 | 21 | 10778 | -05 10993 | 6459 CLEAN CUT LANDSC | | 2,038.24 | -2,038.24 | KINGS LION COMPLEX-MAY AN |
| 12/21 | 06/30/21 | 21 | 10778 | -06 10993 | 6459 CLEAN CUT LANDSC | | 55.80 | -55.80 | LEMOORE CIVIC -MAY AND JU |
| 12/21 | 06/30/21 | 21 | 10778 | -07 10993 | 6459 CLEAN CUT LANDSC | | 37.20 | -37.20 | LEMOORE VETERANS -MAY AND |
| 12/21 | 06/30/21 | 21 | 10778 | -08 10993 | 6459 CLEAN CUT LANDSC | | 5,491.24 | -5,491.24 | LEMOORE SPORTS COMPLEX-MA |
| 12/21 | 06/30/21 | 21 | 10778 | -09 10993 | 6459 CLEAN CUT LANDSC | | 507.92 | -507.92 | PEDERSEN PARK-MAY AND JUN |
| TOTAL | | | | | PROFESSIONAL CONTRACT SVC | .00 | 14,980.10 | -14,980.10 | |
| 4340 | | | | | UTILITIES | | | | |
| 12/21 | 06/30/21 | 21 | | 11031 | 0363 PG&E | | 494.43 | .00 | 05/10/21-06/08/21 |
| TOTAL | | | | | UTILITIES | .00 | 494.43 | .00 | |
| 4350 | | | | | REPAIR/MAINT SERVICES | | | | |
| 12/21 | 06/30/21 | 21 | 10834 | -01 10994 | 5276 CLEAN CUT TREE S | | 5,650.00 | -5,650.00 | REMOVE DEAD EUCALYPTUS TR |
| TOTAL | | | | | REPAIR/MAINT SERVICES | .00 | 5,650.00 | -5,650.00 | |
| TOTAL | | | | | PARKS | .00 | 28,004.38 | -27,165.98 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 12
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------|
| 4140 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11026 | 6868 MIDAMERICA ADMIN | | 28.12 | .00 | THOMAS HERNANDEZ |
| TOTAL | | | | | | .00 | 28.12 | .00 | |
| 4220 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11003 | 3022 FIRST BANKCARD | | 3.88 | .00 | FACEBOOK AD |
| 12/21 | 06/30/21 | 21 | | 11003 | 3022 FIRST BANKCARD | | 25.00 | .00 | FACEBOOK AD |
| 12/21 | 06/30/21 | 21 | | 11028 | 5396 OFFICE DEPOT | | 172.80 | .00 | PAPER, COPY |
| TOTAL | | | | | | .00 | 201.68 | .00 | |
| 4310 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11044 | 7233 KELVIN SHEPERD | | 392.00 | .00 | BASKETBALL CLINIC |
| 12/21 | 06/30/21 | 21 | | 11046 | 5235 STATE DISBURSEME | | 150.00 | .00 | JASON GLASPIE |
| 12/21 | 06/30/21 | 21 | | 11008 | 5962 JASON GLASPIE | | 1,034.40 | .00 | BOXING-JUNE |
| 12/21 | 06/30/21 | 21 | | 11022 | 6410 JERONIMO LUCAS | | 1,708.00 | .00 | PEE WEE SOCCER JUNE |
| 12/21 | 06/30/21 | 21 | | 11022 | 6410 JERONIMO LUCAS | | 1,953.00 | .00 | PEE WEE SOCCER JUNE |
| 12/21 | 06/30/21 | 21 | | 11044 | 7233 KELVIN SHEPERD | | 448.00 | .00 | BASKETBALL CLINIC |
| 12/21 | 06/30/21 | 21 | | 11048 | T1328 DENISE TAYLOR | | 5,208.00 | .00 | SUMMER HORSE CAMP |
| 12/21 | 06/30/21 | 21 | | 11059 | 6371 MANUEL VELARDE | | 784.00 | .00 | KARATE- JUNE 2021 |
| TOTAL | | | | | | .00 | 11,677.40 | .00 | |
| 4380 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 724.60 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 724.60 | .00 | |
| TOTAL | | | | | | .00 | 12,631.80 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 13
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|-------------------------|-----|-------------|-----------|-----------------------|--------|--------------|--------------|----------------------------|
| 4220 | | | | | | | | OPERATING SUPPLIES |
| 12/21 06/30/21 21 | | | 11004 | 3022 FIRST BANKCARD | | 468.00 | .00 | EMAIL |
| 12/21 06/30/21 21 10727 | -01 | 10496935128 | 2454 | DELL MARKETING L | | .00 | .00 | DELL LATITUDE 5520 |
| 12/21 06/30/21 21 10727 | -02 | 10998 | 2454 | DELL MARKETING L | | 240.49 | -240.49 | DELL THUNDERBOLT DOCK-WD1 |
| 12/21 06/30/21 21 10727 | -03 | 10496935128 | 2454 | DELL MARKETING L | | .00 | .00 | ENVIRONMENTAL FEE |
| 12/21 06/30/21 21 10727 | -04 | 10998 | 2454 | DELL MARKETING L | | 17.44 | -17.44 | TAX |
| 12/21 06/30/21 21 10740 | -02 | 10998 | 2454 | DELL MARKETING L | | 2,786.28 | -2,786.28 | DELL ULTRA 24" MONITORS - |
| 12/21 06/30/21 21 10740 | -08 | 10998 | 2454 | DELL MARKETING L | | 398.04 | -398.04 | DELL 24" MONITOR - \$232.4 |
| 12/21 06/30/21 21 10740 | -09 | 10998 | 2454 | DELL MARKETING L | | 230.87 | -230.87 | TAX |
| 12/21 06/30/21 21 10740 | -10 | 10998 | 2454 | DELL MARKETING L | | 80.00 | -80.00 | DISPOSAL FEES (CPU \$10/ L |
| 12/21 06/30/21 21 | | | 11004 | 3022 FIRST BANKCARD | | 56.00 | .00 | OFFICE 365 |
| TOTAL | | | | | .00 | 4,277.12 | -3,753.12 | |
| 4310 | | | | | | | | PROFESSIONAL CONTRACT SVC |
| 12/21 06/30/21 21 | | | 10984 | 5516 AT&T | | 91.33 | .00 | 939-103-4007 |
| TOTAL | | | | | .00 | 91.33 | .00 | |
| 4340 | | | | | | | | UTILITIES |
| 12/21 06/30/21 21 | | | 10984 | 5516 AT&T | | 26.48 | .00 | 939-103-4003 |
| TOTAL | | | | | .00 | 26.48 | .00 | |
| 4380 | | | | | | | | RENTALS & LEASES |
| 12/21 06/30/21 21 | | | 11010 | 5977 GREATAMERICA FIN | | 6.62 | .00 | PRINTER/COPIER |
| TOTAL | | | | | .00 | 6.62 | .00 | |
| TOTAL | | | | | .00 | 4,401.55 | -3,753.12 | INFORMATION TECHNOLOGY |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 14
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|------------------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4360 | TRAINING | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11057 | T2782 JOSALYNN VALDEZ | | 3,000.00 | .00 | TUITION REIMBURSEMENT |
| TOTAL | TRAINING | | | | | .00 | 3,000.00 | .00 | |
| 4380 | RENTALS & LEASES | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 59.17 | .00 | PRINTER/COPIER |
| TOTAL | RENTALS & LEASES | | | | | .00 | 59.17 | .00 | |
| TOTAL | HUMAN RESOURCES | | | | | .00 | 3,059.17 | .00 | |
| TOTAL | GENERAL FUND | | | | | .00 | 99,970.98 | -68,810.57 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 15
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

FUND - 033 - LOCAL TRANSPORTATION FUND
BUDGET UNIT - 5015 - VINE STREET PEDESTRIAN PA

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|---------------------------|--------|--------------|--------------|---------------------------|
| 4317 | | | | | | | | | |
| | | | | | | | | | CONSTRUCTION/IMPLEMENTA. |
| 12/21 | 06/30/21 | 21 | 10745 | -01 10986 | 6733 BLACKBURN CONSUL | | 859.00 | -859.00 | COMPACTION AND MATERIALS |
| 12/21 | 06/30/21 | 21 | 10745 | -01 10986 | 6733 BLACKBURN CONSUL | | 2,591.75 | -2,591.75 | COMPACTION AND MATERIALS |
| 12/21 | 06/30/21 | 21 | 10745 | -01 10986 | 6733 BLACKBURN CONSUL | | 3,504.25 | -3,504.25 | COMPACTION AND MATERIALS |
| 12/21 | 06/30/21 | 21 | 10685 | -01 10991 | 5291 CEN-CAL PAVING, | | 42,275.00 | -42,275.00 | AWARDED AT COUNCIL 10-6-2 |
| TOTAL | | | | | | .00 | 49,230.00 | -49,230.00 | |
| | | | | | | | | | CONSTRUCTION/IMPLEMENTA. |
| TOTAL | | | | | VINE STREET PEDESTRIAN PA | .00 | 49,230.00 | -49,230.00 | |
| TOTAL | | | | | LOCAL TRANSPORTATION FUND | .00 | 49,230.00 | -49,230.00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 16
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------|
| 4220 | | | | | OPERATING SUPPLIES | | | | |
| 12/21 | 06/30/21 | 21 | 10334 -01 | 11007 | 0068 GARY V. BURROWS, | | 1,161.86 | -1,161.86 | BLANKET PO FOR OIL |
| 12/21 | 06/30/21 | 21 | | 11017 | 2990 KIMBALL-MIDWEST | | 154.88 | .00 | CABLE TIES |
| 12/21 | 06/30/21 | 21 | | 11052 | 7136 THERMO KING OF C | | 154.95 | .00 | PARTS |
| TOTAL | | | | | OPERATING SUPPLIES | .00 | 1,471.69 | -1,161.86 | |
| 4230 | | | | | REPAIR/MAINT SUPPLIES | | | | |
| 12/21 | 06/30/21 | 21 | | 11021 | 0286 LAWRENCE TRACTOR | | 148.22 | .00 | DISC BEAR |
| 12/21 | 06/30/21 | 21 | | 11052 | 7136 THERMO KING OF C | | 111.22 | .00 | WHEEL STUD |
| 12/21 | 06/30/21 | 21 | | 11014 | 6715 INTERSTATE BILLI | | 21.20 | .00 | GRILLE-SPEAKER |
| 12/21 | 06/30/21 | 21 | | 11027 | 6120 O'REILLY AUTO PA | | 44.68 | .00 | STABILIZER |
| 12/21 | 06/30/21 | 21 | | 11027 | 6120 O'REILLY AUTO PA | | 45.57 | .00 | PURGE SOL |
| 12/21 | 06/30/21 | 21 | | 11052 | 7136 THERMO KING OF C | | 353.45 | .00 | BRAKE DRUM |
| 12/21 | 06/30/21 | 21 | | 10985 | 6145 AUTOZONE | | 441.38 | .00 | ROTOR/BRAKE PADS |
| 12/21 | 06/30/21 | 21 | 10853 -01 | 11021 | 0286 LAWRENCE TRACTOR | | 960.00 | -960.00 | NOTCHED DISC BLADES |
| 12/21 | 06/30/21 | 21 | 10853 -02 | 11021 | 0286 LAWRENCE TRACTOR | | 900.00 | -900.00 | SMOOTHE DISC BLADES |
| 12/21 | 06/30/21 | 21 | 10853 -03 | 11021 | 0286 LAWRENCE TRACTOR | | 134.85 | -134.85 | TAX |
| TOTAL | | | | | REPAIR/MAINT SUPPLIES | .00 | 3,160.57 | -1,994.85 | |
| 4350 | | | | | REPAIR/MAINT SERVICES | | | | |
| 12/21 | 06/30/21 | 21 | | 10997 | 6374 COOK'S COMMUNICA | | 425.87 | .00 | #P39 |
| 12/21 | 06/30/21 | 21 | | 10997 | 6374 COOK'S COMMUNICA | | 62.50 | .00 | #62 |
| 12/21 | 06/30/21 | 21 | | 10997 | 6374 COOK'S COMMUNICA | | 212.56 | .00 | #P71 |
| TOTAL | | | | | REPAIR/MAINT SERVICES | .00 | 700.93 | .00 | |
| 4380 | | | | | RENTALS & LEASES | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 86.38 | .00 | PRINTER/COPIER |
| TOTAL | | | | | RENTALS & LEASES | .00 | 86.38 | .00 | |
| TOTAL | | | | | FLEET MAINTENANCE | .00 | 5,419.57 | -3,156.71 | |
| TOTAL | | | | | FLEET MAINTENANCE | .00 | 5,419.57 | -3,156.71 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 17
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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 | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 94.47 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 78.17 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 116.77 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11040 | 7003 RAVEN BRAND PROD | | 140.40 | .00 | FOOD SUPPLIES |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 150.40 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 24.66 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 6.20 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 15.72 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 212.11 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 200.26 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 209.42 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 235.14 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 237.04 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 244.50 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 418.81 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 297.19 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 309.70 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 491.51 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 474.56 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 498.91 | .00 | FOODSTUFF |
| 12/21 | 06/30/21 | 21 | 10405 -02 | 11030 | 6438 PEPSI BEVERAGES | | 985.82 | -985.82 | CHANGE ORDER 1 ADD FUNDS |
| TOTAL | COST OF REVENUE-KITCHEN | | | | | .00 | 5,441.76 | -985.82 | |
| 4000P | COST OF REVENUE-PRO SHOP | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 10989 | 6476 CALLAWAY | | 323.77 | .00 | RH ND5 JAWS |
| 12/21 | 06/30/21 | 21 | | 11053 | 6450 TITLEIST | | 180.00 | .00 | LAGUNA COLLECTION |
| 12/21 | 06/30/21 | 21 | | 11053 | 6450 TITLEIST | | 48.14 | .00 | |
| 12/21 | 06/30/21 | 21 | | 11053 | 6450 TITLEIST | | 41.11 | .00 | LSL SPOT PRINT WMN |
| 12/21 | 06/30/21 | 21 | | 11011 | 6453 GLOBAL TOUR GOLF | | 100.90 | .00 | TRAINING GRIP |
| TOTAL | COST OF REVENUE-PRO SHOP | | | | | .00 | 693.92 | .00 | |
| 4220K | OPERATING SUPPLIES-KITCH | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 10992 | 6624 CINTAS | | 57.63 | .00 | KITCHEN |
| TOTAL | OPERATING SUPPLIES-KITCH | | | | | .00 | 57.63 | .00 | |
| 4220M | OPERATING SUPPLIES MAINT. | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11062 | 6206 WILBUR-ELLIS COM | | 80.04 | .00 | WDITHIPYR |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 32.65 | .00 | COURSE SUPPLIES |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 22.47 | .00 | COURSE SUPPLIES |
| 12/21 | 06/30/21 | 21 | | 11062 | 6206 WILBUR-ELLIS COM | | 480.24 | .00 | 10-3-10 W/DITHIPYR |
| 12/21 | 06/30/21 | 21 | 10878 -01 | 11000 | 6499 E-Z-GO TEXTRON | | 1,278.77 | -1,278.77 | GOLF CART REPAIR PARTS- N |
| TOTAL | OPERATING SUPPLIES MAINT. | | | | | .00 | 1,894.17 | -1,278.77 | |
| 4220P | OPERATING SUPPLIES-PRO SH | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 73.99 | .00 | TRASH CAN FOR RESTROO |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 100.35 | .00 | OFFICE SUPPLIES |

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PEI - FUND ACCOUNTING

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 18
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|------------------------------------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220P | OPERATING SUPPLIES-PRO SH (cont'd) | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 211.25 | .00 | OFFICE SUPPLIES |
| TOTAL | OPERATING SUPPLIES-PRO SH | | | | | .00 | 385.59 | .00 | |
| 4310 | PROFESSIONAL CONTRACT SVC | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10421 | -01 11041 | 6548 TOM RINGER | | 6,500.00 | -6,500.00 | YEARLY GOLF COURSE MANAGE |
| TOTAL | PROFESSIONAL CONTRACT SVC | | | | | .00 | 6,500.00 | -6,500.00 | |
| 4320 | MEETINGS & DUES | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 648.00 | .00 | ANNUAL DUES |
| TOTAL | MEETINGS & DUES | | | | | .00 | 648.00 | .00 | |
| 4340 | UTILITIES | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11035 | 0363 PG&E | | 17,417.83 | .00 | 05/06/21-06/06/21 |
| 12/21 | 06/30/21 | 21 | | 11045 | 0423 SOCALGAS | | 114.92 | .00 | 0513/21-06/14/21 |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 144.23 | .00 | CLUBHOUSE CABLE |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 53.50 | .00 | PHONE/INTERNET |
| 12/21 | 06/30/21 | 21 | | 11006 | 3022 FIRST BANKCARD | | 81.91 | .00 | PHONE SERVICE |
| 12/21 | 06/30/21 | 21 | | 11045 | 0423 SOCALGAS | | 15.78 | .00 | 05/13/21-06/14/21 |
| TOTAL | UTILITIES | | | | | .00 | 17,828.17 | .00 | |
| 4350 | REPAIR/MAINT SERVICES | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11050 | 6812 TERMINIX PROCESS | | 64.00 | .00 | PEST CONTROL-GOLF |
| TOTAL | REPAIR/MAINT SERVICES | | | | | .00 | 64.00 | .00 | |
| TOTAL | GOLF COURSE-CITY | | | | | .00 | 33,513.24 | -8,764.59 | |
| TOTAL | GOLF COURSE - CITY | | | | | .00 | 33,513.24 | -8,764.59 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 19
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|---------------------------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4140 | HEALTH INSURANCE | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11026 | 6868 MIDAMERICA ADMIN | | 28.12 | .00 | MARY ESPINOZA |
| TOTAL | HEALTH INSURANCE | | | | | .00 | 28.12 | .00 | |
| 4220 | OPERATING SUPPLIES | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11007 | 0068 GARY V. BURROWS, | | 57.06 | .00 | DELO 400-30 |
| TOTAL | OPERATING SUPPLIES | | | | | .00 | 57.06 | .00 | |
| 4220CH | CHLORINE OPERATING SUPPLY | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10365 -07 | 11055 | 6058 UNIVAR | | 746.57 | -746.57 | CHANGE ODER #6 - ADD FUND |
| 12/21 | 06/30/21 | 21 | 10365 -08 | 11055 | 6058 UNIVAR | | 908.13 | -908.13 | CHANGE ORDER #7 - ADDITIO |
| 12/21 | 06/30/21 | 21 | 10365 -08 | 11055 | 6058 UNIVAR | | 992.82 | -992.82 | CHANGE ORDER #7 - ADDITIO |
| 12/21 | 06/30/21 | 21 | 10365 -08 | 11055 | 6058 UNIVAR | | 1,182.22 | -1,182.22 | CHANGE ORDER #7 - ADDITIO |
| 12/21 | 06/30/21 | 21 | 10365 -08 | 11055 | 6058 UNIVAR | | 1,619.48 | -1,619.48 | CHANGE ORDER #7 - ADDITIO |
| 12/21 | 06/30/21 | 21 | 10365 -08 | 11055 | 6058 UNIVAR | | 1,681.02 | -1,681.02 | CHANGE ORDER #7 - ADDITIO |
| 12/21 | 06/30/21 | 21 | 10365 -08 | 11055 | 6058 UNIVAR | | 3,276.31 | -3,276.31 | CHANGE ORDER #7 - ADDITIO |
| 12/21 | 06/30/21 | 21 | 10817 -03 | 11055 | 6058 UNIVAR | | 815.31 | -815.31 | 69362- CAUSTIC SODA 50% - |
| 12/21 | 06/30/21 | 21 | 10817 -04 | 11055 | 6058 UNIVAR | | 66.83 | -66.83 | CHANGE ORDER #1 - ADDITIO |
| TOTAL | CHLORINE OPERATING SUPPLY | | | | | .00 | 11,288.69 | -11,288.69 | |
| 4230 | REPAIR/MAINT SUPPLIES | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10375 -02 | 11001 | 0188 FERGUSON ENTERPR | | 146.10 | -146.10 | BLANKET PO FIRE HYDRANTS |
| TOTAL | REPAIR/MAINT SUPPLIES | | | | | .00 | 146.10 | -146.10 | |
| 4310 | PROFESSIONAL CONTRACT SVC | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10872 -01 | 10999 | 7253 EAST BAY MUNICIP | | 315.00 | -315.00 | 05/12/21 STATION 7 BRINE |
| 12/21 | 06/30/21 | 21 | 10872 -02 | 10999 | 7253 EAST BAY MUNICIP | | 315.00 | -315.00 | 05/26/21 STATION 7 BRINE |
| 12/21 | 06/30/21 | 21 | | 10999 | 7253 EAST BAY MUNICIP | | 350.00 | .00 | PERMIT RENAWAL |
| 12/21 | 06/30/21 | 21 | | 11005 | 3022 FIRST BANKCARD | | 6.00 | .00 | SCADA |
| TOTAL | PROFESSIONAL CONTRACT SVC | | | | | .00 | 986.00 | -630.00 | |
| 4310LAB | LABS FOR TESTING - PROF | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 18.00 | -18.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 18.00 | -18.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 29.50 | -29.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 29.50 | -29.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 29.50 | -29.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 29.50 | -29.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 29.50 | -29.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 29.50 | -29.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 29.50 | -29.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 29.50 | -29.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 54.00 | -54.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 54.00 | -54.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 54.00 | -54.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 54.00 | -54.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 54.00 | -54.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 -01 | 10988 | 1397 BSK ANALYTICAL L | | 54.00 | -54.00 | BLANKET PO ANALYTICAL TES |

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PEI - FUND ACCOUNTING

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 20
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|-------------------------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310LAB | LABS FOR TESTING - PROF | | | (cont'd) | | | | | |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 108.00 | -108.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 108.00 | -108.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 108.00 | -108.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 118.00 | -118.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 128.00 | -128.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 128.00 | -128.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 128.00 | -128.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 128.00 | -128.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 128.00 | -128.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 144.00 | -144.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 147.50 | -147.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 147.50 | -147.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 147.50 | -147.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 147.50 | -147.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 147.50 | -147.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 162.00 | -162.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 162.00 | -162.00 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 163.50 | -163.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 265.50 | -265.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 265.50 | -265.50 | BLANKET PO ANALYTICAL TES |
| 12/21 | 06/30/21 | 21 | 10373 | -01 10988 | 1397 BSK ANALYTICAL L | | 320.00 | -320.00 | BLANKET PO ANALYTICAL TES |
| TOTAL | LABS FOR TESTING - PROF | | | | | .00 | 4,144.00 | -4,144.00 | |
| 4340 | UTILITIES | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11036 | 6627 PG&E NON ENERGY | | 481.72 | .00 | ELECTRIC DISTRIBUTION |
| TOTAL | UTILITIES | | | | | .00 | 481.72 | .00 | |
| 4380 | RENTALS & LEASES | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 251.80 | .00 | PRINTER/COPIER |
| TOTAL | RENTALS & LEASES | | | | | .00 | 251.80 | .00 | |
| TOTAL | WATER | | | | | .00 | 17,383.49 | -16,208.79 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 21
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|----------------|
| 4220 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11028 | 5396 OFFICE DEPOT | | 47.58 | .00 | TAPE/BOXES |
| TOTAL | | | | | | .00 | 47.58 | .00 | |
| 4380 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 192.87 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 192.87 | .00 | |
| TOTAL | | | | | | .00 | 240.45 | .00 | |
| TOTAL | | | | | | .00 | 17,623.94 | -16,208.79 | |

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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='VM063021'
ACCOUNTING PERIOD: 12/21

FUND - 052 - WATER INCIDENT FUND
BUDGET UNIT - 4752 - WATER INCIDENT

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4230 | | | | | | | | | |
| | | | | | | | | | REPAIR/MAINT SUPPLIES |
| 12/21 | 06/30/21 | 21 | 10873 | -01 11049 | 2799 TELSTAR INSTRUME | | 32,795.00 | -32,795.00 | METERING PANEL |
| 12/21 | 06/30/21 | 21 | 10873 | -02 11049 | 2799 TELSTAR INSTRUME | | 51,048.00 | -51,048.00 | BOOSTER PUMP VFDS |
| 12/21 | 06/30/21 | 21 | 10873 | -03 11049 | 2799 TELSTAR INSTRUME | | 26,005.00 | -26,005.00 | WELL VFD |
| TOTAL | | | | | | .00 | 109,848.00 | -109,848.00 | |
| 4350 | | | | | | | | | |
| | | | | | | | | | REPAIR/MAINT SERVICES |
| 12/21 | 06/30/21 | 21 | 10880 | -01 11049 | 2799 TELSTAR INSTRUME | | 32,656.00 | -32,656.00 | TANK #7 HOURS FOR 06/23/2 |
| 12/21 | 06/30/21 | 21 | 10881 | -01 11049 | 2799 TELSTAR INSTRUME | | 18,870.00 | -18,870.00 | SCADA INTEGRATION SITE 7 |
| TOTAL | | | | | | .00 | 51,526.00 | -51,526.00 | |
| TOTAL | | | | | | .00 | 161,374.00 | -161,374.00 | |
| TOTAL | | | | | | .00 | 161,374.00 | -161,374.00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 23
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|----------------|
| 4140 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11026 | 6868 MIDAMERICA ADMIN | | 28.12 | .00 | DAN GARCIA |
| TOTAL | | | | | | .00 | 28.12 | .00 | |
| 4310 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11020 | 0234 KINGS WASTE AND | | 275.00 | .00 | STARBUCKS3 |
| 12/21 | 06/30/21 | 21 | 10332 | -01 11020 | 0234 KINGS WASTE AND | | 82,101.66 | -82,101.66 | TIPPING FEE'S |
| TOTAL | | | | | | .00 | 82,376.66 | -82,101.66 | |
| 4380 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 1.22 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 1.22 | .00 | |
| TOTAL | | | | | | .00 | 82,406.00 | -82,101.66 | |

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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='VM063021'
ACCOUNTING PERIOD: 12/21

FUND - 056 - REFUSE
BUDGET UNIT - 5402 - CONCREATE PADS

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4317 | | | | | | | | | |
| | | | | | | | | | CONSTRUCTION/IMPLEMENTA. |
| 12/21 | 06/30/21 | 21 | 10871 | -01 10990 | 5833 CAMERON'S CONCRE | | 3,500.00 | -3,500.00 | REMOVE TREE STUMP |
| 12/21 | 06/30/21 | 21 | 10871 | -02 10990 | 5833 CAMERON'S CONCRE | | 10,175.00 | -10,175.00 | 8X17 FT 4 INCH CONCRETE M |
| 12/21 | 06/30/21 | 21 | 10871 | -03 10990 | 5833 CAMERON'S CONCRE | | 12,525.00 | -12,525.00 | 16X21 FT 4 INCH CONCRETE |
| 12/21 | 06/30/21 | 21 | 10871 | -04 10990 | 5833 CAMERON'S CONCRE | | 1,900.00 | -1,900.00 | COLD PATCH BACK TO EXISTI |
| TOTAL | | | | | | .00 | 28,100.00 | -28,100.00 | |
| | | | | | | | | | CONSTRUCTION/IMPLEMENTA. |
| TOTAL | | | | | | .00 | 28,100.00 | -28,100.00 | CONCREATE PADS |
| TOTAL | | | | | | .00 | 110,506.00 | -110,201.66 | REFUSE |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 25
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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4220 | | | | | | | | | |
| | | | | | | | | | OPERATING SUPPLIES |
| 12/21 | 06/30/21 | 21 | 10812 | -01 10995 | 7242 CLOVIS MARINE, I | | 2,665.00 | -2,665.00 | 9.9 HONDA BF 10D3SHS 15"S |
| 12/21 | 06/30/21 | 21 | 10812 | -02 10995 | 7242 CLOVIS MARINE, I | | 212.67 | -212.67 | EST. TAX |
| 12/21 | 06/30/21 | 21 | 10772 | -01 10998 | 2454 DELL MARKETING L | | 1,382.67 | -1,640.60 | TABLET AND DOCK - DIEGO |
| 12/21 | 06/30/21 | 21 | | 11025 | 5333 MEDALLION SUPPLY | | 234.05 | .00 | UNDERGROUND FEEDER |
| 12/21 | 06/30/21 | 21 | | 11054 | 6049 UNISAFE, INC. | | 385.86 | .00 | GLOVES |
| 12/21 | 06/30/21 | 21 | | 11009 | 0521 GRAINGER | | 271.81 | .00 | CHAIN.25 FT L. TRADE |
| TOTAL | | | | | | .00 | 5,152.06 | -4,518.27 | |
| 4230 | | | | | | | | | |
| | | | | | | | | | REPAIR/MAINT SUPPLIES |
| 12/21 | 06/30/21 | 21 | | 11007 | 0068 GARY V. BURROWS, | | 191.12 | .00 | RANDO HD 46 |
| 12/21 | 06/30/21 | 21 | | 11012 | 5181 HAAKER EQUIPMENT | | 418.28 | .00 | 6' POLE, SINGLE |
| TOTAL | | | | | | .00 | 609.40 | .00 | |
| 4310 | | | | | | | | | |
| | | | | | | | | | PROFESSIONAL CONTRACT SVC |
| 12/21 | 06/30/21 | 21 | 10788 | -01 11058 | 7071 VANIR CONSTRUCTI | | 5,440.00 | -5,440.00 | PROJECT MANAGEMENT AGREEM |
| TOTAL | | | | | | .00 | 5,440.00 | -5,440.00 | |
| 4340 | | | | | | | | | |
| | | | | | | | | | UTILITIES |
| 12/21 | 06/30/21 | 21 | | 11032 | 0363 PG&E | | 7,965.31 | .00 | 04/21/21-05/19/21 |
| TOTAL | | | | | | .00 | 7,965.31 | .00 | |
| 4380 | | | | | | | | | |
| | | | | | | | | | RENTALS & LEASES |
| 12/21 | 06/30/21 | 21 | | 11010 | 5977 GREATAMERICA FIN | | 172.71 | .00 | PRINTER/COPIER |
| TOTAL | | | | | | .00 | 172.71 | .00 | |
| TOTAL | | | | | | .00 | 19,339.48 | -9,958.27 | |
| TOTAL | | | | | | .00 | 19,339.48 | -9,958.27 | |

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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='VM063021'
ACCOUNTING PERIOD: 12/21

FUND - 085 - PBIA
BUDGET UNIT - 4270 - PBIA

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|-----------------------|
| 4220 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | | 11023 | 6293 ABC HAPPY BOUNCE | | 425.00 | .00 | DOWNTOWN FRIDAY NIGHT |
| TOTAL | | | | | | .00 | 425.00 | .00 | |
| TOTAL | | | | | | .00 | 425.00 | .00 | |
| TOTAL | | | | | | .00 | 425.00 | .00 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|--------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10423 | -01 11058 | 7071 VANIR CONSTRUCTI | | 878.75 | -878.75 | PROJECT MANAGEMENT TTHM- |
| TOTAL | | | | | | .00 | 878.75 | -878.75 | |
| TOTAL | | | | | | .00 | 878.75 | -878.75 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 28
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

FUND - 160 - 2016 BOND FUND
BUDGET UNIT - 5203 - NEW SOUTHEAST WELL

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|-----------------------|--------|--------------|--------------|---------------------------|
| 4310 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10556 | -01 11038 | 0876 QUAD KNOPF, INC. | | 132.93 | -132.93 | ENGINEERING FOR SOUTHEAST |
| TOTAL | | | | | | .00 | 132.93 | -132.93 | |
| TOTAL | | | | | | .00 | 132.93 | -132.93 | |
| TOTAL | | | | | | .00 | 1,011.68 | -1,011.68 | |

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 29
AUDIT11

SELECTION CRITERIA: transact.yr='21' and transact.fund between '001' and '800' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

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

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION |
|---------|----------|-----|------------|-----------|--------------------------|--------|--------------|--------------|---------------------------|
| 4317 | | | | | | | | | |
| 12/21 | 06/30/21 | 21 | 10448 | -01 11015 | 7097 JTS MODULAR | | 10,982.00 | -10,982.00 | POLICE DISPATCH MODULAR B |
| TOTAL | | | | | | .00 | 10,982.00 | -10,982.00 | |
| TOTAL | | | | | REGIONAL DISPATCH CENTER | .00 | 10,982.00 | -10,982.00 | |
| TOTAL | | | | | PUBLIC SAFETY DISPATCH | .00 | 10,982.00 | -10,982.00 | |
| TOTAL | | | | | REPORT | .00 | 509,395.89 | -439,698.27 | |

PEI
DATE: 06/30/2021
TIME: 15:29:21

CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT311

SELECTION CRITERIA: account.acct between '1011' and '2021'AND transact.yr='21' and transact.batch='VM063021'
ACCOUNTING PERIOD: 12/21

FUND - 001 - GENERAL FUND

| ACCOUNT | DATE | T/C | REFERENCE | VENDOR/PAYER | DEBIT | CREDIT | DESCRIPTION |
|--------------|----------|-----|--------------------------|---------------------------|--------|--------|-------------|
| 1150 | | | ACCTS. REC. UTIL.BILLING | | | | |
| 12/21 | 06/30/21 | 21 | 11039 | 7165 QUADIENT FINANCE USA | 500.00 | | POSTAGE |
| TOTAL | | | ACCTS. REC. UTIL.BILLING | | 500.00 | .00 | |
| 2020 | | | ACCOUNTS PAYABLE | | | | |
| 12/21 | 06/30/21 | 21 | 11039 | 7165 QUADIENT FINANCE USA | | 500.00 | POSTAGE |
| TOTAL | | | ACCOUNTS PAYABLE | | .00 | 500.00 | |
| TOTAL | | | GENERAL FUND | | 500.00 | 500.00 | |
| TOTAL REPORT | | | | | 500.00 | 500.00 | |

CITY OF LEMOORE
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='21' and transact.account between '3000' and '3999' and transact.batch='vm063021'
ACCOUNTING PERIOD: 12/21

FUND - 001 - GENERAL FUND
BUDGET UNIT - 001 - GENERAL FUND

| ACCOUNT | DATE | T/C | RECEIVE | REFERENCE | PAYER/VENDOR | BUDGET | RECEIPTS | RECEIVABLES | DESCRIPTION |
|--------------|-------|----------|---------|-----------|---------------------|--------|----------|-------------|-----------------------|
| 3681 | | | | | | | | | |
| | 12/21 | 06/30/21 | 210 | 11024 | T3161 MELANIE MARSH | | -40.00 | | REFUND GOAL DIGGER SO |
| | 12/21 | 06/30/21 | 210 | 11037 | T3162 AMY PIPKIN | | -40.00 | | REFUND SOCCER CAMP |
| | 12/21 | 06/30/21 | 210 | 11016 | T2144 KELLIE COMBS | | -100.00 | | REFUND FOR ONE WEEK S |
| | 12/21 | 06/30/21 | 210 | 11042 | T3163 JENNIFER ROE | | -125.00 | | PARTIAL REFUND SUMMER |
| TOTAL | | | | | | .00 | -305.00 | .00 | |
| TOTAL | | | | | | .00 | -305.00 | .00 | |
| TOTAL | | | | | | .00 | -305.00 | .00 | |
| TOTAL REPORT | | | | | | .00 | -305.00 | .00 | |