

LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL  
COUNCIL CHAMBER  
429 C STREET  
November 16, 2021

## AGENDA

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

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### 5:30 p.m. STUDY SESSION

SS-1 American Rescue Plan Act (ARPA) of 2021 (Speer)

### CLOSED SESSION

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

1. Government Code Section 54957  
Public Employee Performance Evaluation – City Manager
2. Government Code Section 54956.9  
Conference with Legal Counsel – Exposure to Litigation  
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9  
One Case
3. Government Code Section 54956.9(d)(1)  
Conference with Legal Counsel - Existing Litigation  
In Re: National Prescription Opiate Litigation; U.S. District Court, N.D. Ohio, Eastern Division; Case No. Case No. 1:17-md-2804
4. Government Code Section 54956.9  
Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9  
One Case

In the event that all the items on the closed session agenda have not been deliberated in the time provided, the City Council may continue the closed session at the end of the regularly scheduled Council Meeting.

## 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. Public comment will be available for items on the agenda.

### CEREMONIAL / PRESENTATION – Section 1

No Ceremonies / 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 – October 19, 2021
- 3-2 Approval – Second Reading – Ordinance 2021-08 – Adding Chapter 1.5 to Title 4 of the Lemoore Municipal Code Implementing Mandatory Organic Waste Disposal Reduction – SB 1383
- 3-3 Approval – Resolution 2021-28 – Authorizing Continued Use of Remote Teleconferencing Provisions (AB 361)
- 3-4 Approval – Resolution 2021-29 – Review and Renew the Declaration of a Local Emergency, and the Related Declarations and Orders Therin.
- 3-5 Approval – Bid Award – SB-1 Street Improvement – CIP 5018
- 3-6 Approval – Bid Award – Water Treatment Plant Chemicals
- 3-7 Approval – Tyler Technologies Contract Amendment for Conversion Services
- 3-8 Approval – Agreement between the City of Lemoore and AdEdge for Methane Remediation (*This item be provided at the meeting as a handout*)

#### PUBLIC HEARINGS – Section 4

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

No Public Hearings.

#### NEW BUSINESS – Section 5

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

No New Business.

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

#### 6-1 City Council Reports / Requests

### **Upcoming Council Meetings**

- City Council Regular Meeting, Tuesday, December 7, 2021
- City Council Regular Meeting, Tuesday, December 21, 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 November 16, 2021 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on November 12, 2021.

    //s//    

Marisa Avalos, City Clerk

**CITY OF LEMOORE**  
**CITY COUNCIL REGULAR MEETING**  
**NOVEMBER 16, 2021 @ 5:30 p.m. / 7:30 p.m.**

Attendance and Public Comment Changes Due to COVID-19

The Lemoore City Council will be conducting its regular meeting on November 16, 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://us06web.zoom.us/j/87527517250?pwd=QnNZM25yR2ladjEvYkV0UVdpYUhhOUT09>
- Meeting ID: 875 2751 7250
- Passcode: 640247
- 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](mailto: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.



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## Staff Report

**Item No: SS-1**

**To:** Lemoore City Council  
**From:** Michelle Speer, Assistant City Manager / Admin. Svcs. Director  
**Date:** November 9, 2021 **Meeting Date:** November 16, 2021  
**Subject:** American Rescue Plan Act (ARPA) of 2021  
**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:**  
Council Direction and/or action on related expenditures of American Rescue Plan Act (ARPA) Funds.

**Subject/Discussion:**  
Staff will be discussing the American Rescue Plan Act (ARPA) of 2021.

**Financial Consideration(s):**  
Not Applicable.

**Alternatives or Pros/Cons:**  
Not Applicable.

**Commission/Board Recommendation:**  
Not applicable.

**Staff Recommendation:**  
Staff is seeking direction from Council and/or action regarding the usage of ARPA funds for the City of Lemoore.

**Attachments:**

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

**Review:**

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

**Date:**

11/09/2021  
11/10/2021  
11/10/2021

**November 2, 2021 Minutes  
Lemoore City Council  
Study Session Meeting**

**CALL TO ORDER:**

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

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

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

Adjourned to Closed Session at 6:31 p.m.

**CLOSED SESSION**

1. Government Code Section 54957  
Public Employee Performance Evaluation – City Manager
2. Government Code Section 54957.6  
Conference with Labor Negotiator  
Agency Designated Representatives: Mary Lerner, City Attorney and Michelle Speer, Assistant City Manager  
Employee Organizations: General Association of Service Employees (GASE)
3. Government Code Section 54956.8  
Conference with Real Property Negotiators  
Property: APN 023-290-003  
Agency Negotiator: Nathan Olson, City Manager  
Under Negotiation: Price and Terms

Closed Session adjourned at 7:14 p.m.

**November 2, 2021 Minutes  
Lemoore City Council  
Regular Meeting**

**CALL TO ORDER:**

*At 7:31 p.m., the meeting was called to order.*

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

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

## AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

*None.*

### CLOSED SESSION REPORT

*Nothing to report.*

### PUBLIC COMMENT

*No Public Comment.*

### CEREMONIAL / PRESENTATION – Section 1

- 1-1 American Legion Post 100 - Lemoore Police Officer of the Year & Lemoore Volunteer Firefighter of the Year (Kendall)

*Police Chief Kendall introduced the American Legion Post 100 and awarded the 2021 Officer of the Year Award to Officer Gresham. Fire Chief German awarded the 2021 Volunteer Fireman of the Year Award to Fireman Schalde.*

### DEPARTMENT AND CITY MANAGER REPORTS – Section 2

*Assistant City Manager Speer provided an update regarding the 2021 audit. Auditors will be onsite next week and it is part of the final phase. The audit is expected to be completed in January/February for Council's review. Staff has begun the implementation process on the new software. About 40 hours have been completed a*

*Public Works Director Rivera updated the Council on current and future projects. Slurry projects are finishing up. 5 miles of road was completed. Bids were received for SB1. SB1 project will happen in phases. Street light on Cedar and 19<sup>th</sup> will be placed in the direction of Cedar due to PG&E.*

*Police Chief Kendall stated that the PD held the 2<sup>nd</sup> Annual Memorial Run for Officer Diaz. 12 sworn officers ran. The department is participating in No Shave November. All money that is raised goes to a cancer fund.*

*City Manager Olson stated that 'Twas the Night Before Halloween' was a successful event. Kudos to Recreation for putting that together. National Night Out was well attended. City of Lemoore received the Kings County Economic Development Corporation Partner of the Year. He and Council attended the dinner to accept the award. He thanked everyone for voting for the City and the support from Council.*

### CONSENT CALENDAR – Section 3

- 3-1 Approval – Minutes – Regular Meeting – October 19, 2021  
3-2 Approval – Side Letter Number 1 between the City of Lemoore and the General Association of Service Employees (GASE) Bargaining Unit for MOU 2022  
3-3 Approval – Budget Amendment for Comcast Internet Services  
3-4 Approval – Addendum to Mitigated Negative Declaration for Farm Lemoore LLC Cannabis Cultivation Project and the Associated Mitigation Monitoring and Reporting Program

*Items 3-3 and 3-4 were pulled for separate consideration.*

*Motion by Council Member Chaney, seconded by Mayor Pro Tem Matthews, to approve the Consent Calendar, except items 3-3 and 3-4.*

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

**3-3 Approval – Budget Amendment for Comcast Internet Services**

*Motion by Mayor Pro Tem Matthews, seconded by Council Member Orth, to approve the budget amendment for Comcast Internet Services.*

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

**3-4 Approval – Addendum to Mitigated Negative Declaration for Farm Lemoore LLC Cannabis Cultivation Project and the Associated Mitigation Monitoring and Reporting Program**

*Motion by Mayor Pro Tem Matthews, seconded by Council Member Orth, to approve the budget amendment for Comcast Internet Services.*

*Ayes: Matthews, Orth, Gornick, Lyons*

*Noes: Chaney*

**PUBLIC HEARINGS – Section 4**

**4-1 Public Hearing – Introduction and First Reading – Ordinance 2021-08 – Adding Chapter 1.5 to Title 4 of the Lemoore Municipal Code Implementing Mandatory Organic Waste Disposal Reduction – SB 1383 (Champion)**

*Public Hearing opened at: 8:02 p.m.*

*No one spoke.*

*Public Hearing closed at: 8:02 p.m.*

*Motion by Mayor Pro Tem Matthews, seconded by Council Member Gornick, to Introduce and Waive the First Reading of Ordinance 2021-08, Adding Chapter 1.5 to Title 4 of the Lemoore Municipal Code, Implementing Mandatory Organic Waste Disposal Reduction – SB 1383.*

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

**NEW BUSINESS – Section 5**

*No New Business.*

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

**6-1 City Council Reports / Requests**

*Council Member Gornick thanked the Chief of Police for hosting the dedication ceremony for the dispatch center. It was nice to see everyone there. He stated that there were good events held Downtown for Halloween.*

*Council Member Chaney attended the dedication ceremony of the dispatch center. He stated it is a very nice building and it is nice to receive assistance from the state. He also attended National Night Out. It was the most people he has seen attend the event. He commended Officer Gresham and Volunteer Firefighter Schalde for receiving the 2021 American Legion award.*

*Mayor Pro Tem Matthews volunteered at KCAO and Lifeway Church for the food distribution. 229 Lemoore families were served. She announced that a former Council Member has passed away. She attended the final Rockin' the Arbor and is sad to see them go for now. She also attended the dispatch dedication ceremony and volunteered at LPD National Night Out. It was an amazing turnout. She assisted judging the skeleton competition downtown. They were very creative. She also volunteered at 'Twas the Night Before Halloween'. Downtown Lemoore Holiday Stroll will be November 20<sup>th</sup>. 8<sup>th</sup> Annual Veterans Day Parade is November 11<sup>th</sup>. She thanked the Police Officer and Volunteer Firefighter of the Year for all they do.*

*Mayor Lyons thanked Council Member Gornick for the invocation, Chief Kendall for his efforts in his run, and the American Legion Post 100 for their recognition of the Officer of the Year and Volunteer Firefighter of the Year.*

#### ADJOURNMENT

*At 8:12 p.m., Council adjourned.*

*Approved the 16<sup>th</sup> day of November 2021.*

APPROVED:

\_\_\_\_\_  
Stuart Lyons, Mayor

ATTEST:

\_\_\_\_\_  
Marisa Avalos, City Clerk



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## Staff Report

**Item No: 3-2**

**To: Lemoore City Council**

**From: Nathan Olson, City Manager**

**Date: November 5, 2021**

**Meeting Date: November 16, 2021**

**Subject: Second Reading – Ordinance 2021-08 – Adding Chapter 1.5 to Title 4 of the Lemoore Municipal Code Implementing Mandatory Organic Waste and Disposal Reduction – SB 1383**

**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 type="checkbox"/> Not Applicable            |

**Proposed Motion:**

Approve the second reading of Ordinance 2021-08, adding Chapter 1.5 to Title 4 of the Lemoore Municipal Code implementing Mandatory Organic Waste Disposal Reduction in compliance with SB 1383.

**Subject/Discussion:**

In September of 2016, Senate Bill 1383 was approved, mandating CalRecycle to create regulations focused on reducing organic waste in the landfill and repurposing edible food. CalRecycle released the Final Regulation text in November of 2020, and has since been updating model ordinances, policies, and agreements for municipal use in becoming compliant with the regulation text.

Staff presented the requirements of SB 1383 to Council during a study session on March 16, 2021. Staff is recommending City Council approve the introduction and first reading of Ordinance 2021-08, implementing a Mandatory Organic Waste Disposal Reduction policy to become compliant with the mandates in the regulation text.

The ordinance provides rules and regulations on the following topics per the SB 1383 Regulations:



- Organic Recycling for single family generators
- Organic Recycling for commercial business
- Available waivers for generators
- Organic Recycling Requirements for commercial edible food generators
- Requirements for food recovery organizations and services
- Requirements for haulers and facility operators
- Self-hauler requirements
- Compliance with CalGreen Recycling Requirements and MWEL0
- Procurement requirements for the City and vendors
- Inspections and Investigations by the City
- Enforcement

The introduction and first reading of the ordinance occurred on November 2, 2021.

**Financial Consideration(s):**

Adopting the Ordinance has no direct financial considerations, although becoming fully compliant may incur future expenditures.

**Alternatives or Pros/Cons:**

Alternative: The City could opt to not adopt the ordinance; however, the City would be out of compliance with the state mandate and potentially face fines.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends that City Council approve the second hearing of the proposed Ordinance 2021-08.

**Attachments:**

- ☐ Resolution:
- ☒ Ordinance: 2021-08
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

**Review:**

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

**Date:**

- 11/08/2021
- 11/10/2021
- 11/12/2021
- 11/09/2021

## **ORDINANCE NO. 2021-08**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE ADDING CHAPTER 1.5 TO TITLE 4 OF THE LEMOORE MUNICIPAL CODE IMPLMENENTING MANDATORY ORGANIC WASTE DISPOSAL REDUCTION – SB 1383**

#### **SECTION 1. PURPOSE AND FINDINGS**

The Jurisdiction finds and declares:

- (a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (b) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.
- (c) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to implement a Mandatory Commercial Organics Recycling program.
- (d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators,

haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

- (e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

## **SECTION 2. TITLE OF ORDINANCE**

This chapter shall be entitled “Mandatory Organic Waste Disposal Reduction Ordinance”.

## **SECTION 3. DEFINITIONS**

- (a) “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- (b) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).
- (c) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (d) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
- (e) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 3(rrr) and 3(sss) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (f) “Compliance Review” means a review of records by a Jurisdiction to determine compliance with this ordinance.
- (g) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total

amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

- (h) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- (i) “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- (j) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- (k) “C&D” means construction and demolition debris.
- (l) “Designated Source Separated Organic Waste Facility”, as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:
  - (1) The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.
    - (A) If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.
  - (2) The facility is a “composting operation” or “composting facility” as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.

- (m) “Designee” means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- (n) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (o) “Enforcement Action” means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (p) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Jurisdiction and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in Jurisdictions, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Jurisdiction, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- (q) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (r) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.
- (s) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (t) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
  - (1) A food bank as defined in Section 113783 of the Health and Safety Code;

- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

- (u) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (v) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps. Food Scraps also excludes Food-Soiled paper and containers until such time when our composter can process them.
- (w) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (x) “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- (y) “Food Waste” means Food Scraps.
- (bb) “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (cc) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a

bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

- (dd) “Hauler Route” means the designated itinerary or sequence of stops in a particular area for each segment of the Jurisdiction’s collection service area for each day of the week, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (ee) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- (ff) “Inspection” means a site visit where a Jurisdiction reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (gg) “Jurisdiction” means the City of Lemoore city limits and reach of service.
- (hh) “Jurisdiction Enforcement Official” means the city manager, county administrative official, chief operating officer, executive director, or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance. See also “Regional or County Agency Enforcement Official”.
- (ii) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
- (jj) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section

18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

- (kk) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (mm) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (nn) “MWELO” refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.
- (oo) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (pp) “Non-Local Entity” means the following entities that are not subject to the Jurisdiction’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):
  - (5) Public universities (including community colleges) located within the boundaries of the Jurisdiction, including West Hills College Lemoore.
- (qq) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (rr) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (ss) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (tt) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (uu) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).



- (vv) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- (ww) “Prohibited Container Contaminants”
- (1) Option 1, Three-container or three-plus-container collection service (Blue Container, Green Container, and Black Containers): “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Jurisdiction’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Jurisdiction’s Green Container; (iii) discarded materials placed in the Black Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in Jurisdiction’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
- (xx) “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- (yy) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (zz) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- (aaa) “Regional Agency” means regional agency as defined in Public Resources Code Section 40181.
- (bbb) “Regional or County Agency Enforcement Official” means a regional or county agency enforcement official, designated by the Jurisdiction with responsibility for enforcing the ordinance in conjunction or consultation with Jurisdiction Enforcement Official.
- (ccc) “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Black Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
- (ddd) “Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

- (eee) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (fff) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (ggg) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (hhh) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (iii) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
- (jjj) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (kkk) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
  - (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
  - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- (III) “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Black Container Waste or other Solid Waste for the purposes of collection and processing.
- (mmm) “Source Separated Blue Container Organic Waste” means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
- (nnn) “Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
- (ooo) “Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- (ppp) “State” means the State of California.
- (qqq) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (rrr) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
- (1) Supermarket.
  - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
  - (3) Food Service Provider.

- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(sss) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(ttt) “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

(uuu) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

#### **SECTION 4. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS (STANDARD COMPLIANCE APPROACH)**

Single-Family Organic Waste Generators shall comply with the following requirements:

- (a) Shall subscribe to Jurisdiction's Organic Waste collection services for all Organic Waste generated as described below in Section 4(b). Jurisdiction shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the Jurisdiction. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (b) Shall participate in the Jurisdiction's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.
  - (A) : Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Black Container Waste in the Black Container. Generators shall not place materials designated for the Black Container into the Green Container or Blue Container.

## **SECTION 6. REQUIREMENTS FOR COMMERCIAL BUSINESSES (STANDARD-COMPLIANCE APPROACH)**

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to Jurisdiction's three-container collection services and comply with requirements of those services as described below in Section 6(b), except Commercial Businesses that meet the Self-Hauler requirements in Section 12 of this ordinance. Jurisdiction shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the Jurisdiction.
- (b) Except Commercial Businesses that meet the Self-Hauler requirements in Section 12 of this ordinance, participate in the Jurisdiction's Organic Waste collection service(s) by placing designated materials in designated containers as described below.
  - (A) : Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Black Container Waste in the Black Container. Generator shall not place materials designated for the Black Container into the Green Container or Blue Container.
- (c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 6(d)(1) and 6(d)(2) below) for

employees, contractors, tenants, and customers, consistent with Jurisdiction's Blue Container, Green Container, and Black Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 12.

- (d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
  - (1) A body or lid that conforms with the container colors provided through the collection service provided by Jurisdiction, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
  - (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 6(d) pursuant to 14 CCR Section 18984.9(b).
- (f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the Jurisdiction's Blue Container, Green Container, and Black Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 12.
- (g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Black Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

- (h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Black Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (j) Provide or arrange access for Jurisdiction or its agent to their properties during all Inspections conducted in accordance with Section 16 of this ordinance to confirm compliance with the requirements of this ordinance.
- (k) Accommodate and cooperate with Jurisdiction's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section 6(b). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Black Containers.
- (l) At Commercial Business's option and subject to any approval required from the Jurisdiction, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Black Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Black Containers subject to written notification to or approval by the Jurisdiction or its Designee.
- (m) If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 12 of this ordinance.
- (n) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (o) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 9.

## **SECTION 8. WAIVERS FOR GENERATORS**

- (a) De Minimis Waivers A Jurisdiction may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 8(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

- (1) Complete and Submit a waiver request form specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8(a)(2) below.
  - (2) Provide documentation or attest that either:
    - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
    - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
  - (3) Notify Jurisdiction if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
  - (4) Provide written verification of eligibility for de minimis waiver every five (5) years, if Jurisdiction has approved de minimis waiver.
- (b) Physical Space Waivers Jurisdiction may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the Jurisdiction has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 6 or 7.
- A Commercial Business or property owner may request a physical space waiver through the following process:
- (1) Submit a waiver request form specifying the type(s) of collection services for which they are requesting a compliance waiver.
  - (2) Provide documentation or attest that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
  - (3) Provide written verification to Jurisdiction that it is still eligible for physical space waiver every five (5) years, if Jurisdiction has approved application for a physical space waiver.
- (d) Review and Approval of Waivers by Jurisdiction The Public Works director and/or their designee is responsible for the review and approval of all waivers.



## **SECTION 9. REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS**

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 9 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
  - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
  - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
  - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
  - (4) Allow Jurisdiction's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
  - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
    - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
    - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
    - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
      - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
      - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
      - (iii) The established frequency that food will be collected or self-hauled.

- (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) When requested, Edible Food Generators are required to submit food recovery reports to the City that include some or all of the following information: Records/copies of contracts and agreements, and Food Recovery activities, such as the type and amounts of edible food accepted and rejected by Food Recovery Organizations or services for donation. Edible Food Generators are required to submit the report to the City within 14 days of receiving the report request.
- (d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

## **SECTION 10. REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES**

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
  - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
  - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
  - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
  - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
  - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
  - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City of Lemoore and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City of Lemoore in the total pounds of Edible Food recovered from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) within 14 days of the information upon request.
- (e) Food Recovery Capacity Planning
- (1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the Jurisdiction shall provide information and consultation to the Jurisdiction, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the Jurisdiction shall respond to such request for information within 30 days, unless a shorter timeframe is otherwise specified by the Jurisdiction.

## **SECTION 11. REQUIREMENTS FOR HAULERS AND FACILITY OPERATORS**

- (a) Requirements for Haulers
- (1) Haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within the Jurisdiction's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the Jurisdiction to collect Organic Waste:
    - (A) Through written notice to the Jurisdiction annually on or before January 31 identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, and Source Separated Green Container Organic Waste.
    - (B) Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property

that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

- (C) Obtain approval from the Jurisdiction to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 13 of this ordinance, and Jurisdiction's C&D ordinance.
- (2) Haulers authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with Jurisdiction.
- (b) Requirements for Facility Operators and Community Composting Operations
  - (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon Jurisdiction request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the Jurisdiction shall respond within 30 days.
  - (2) Community Composting operators, upon Jurisdiction request, shall provide information to the Jurisdiction to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the Jurisdiction shall respond within 30 days.

## **SECTION 12. SELF-HAULER REQUIREMENTS**

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that Jurisdiction otherwise requires generators to separate for collection in the Jurisdiction's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:
  - (1) Delivery receipts and weight tickets from the entity accepting the waste.
  - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
  - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 12(c) to Jurisdiction if requested.
- (e) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 12(c) and (d).

### **SECTION 13. COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS**

- (a) Persons applying for a permit from the Jurisdiction for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the Jurisdiction. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to Jurisdiction's building and/or planning code for complete CALGreen requirements.

- (b) For projects covered by CALGreen or more stringent requirements of the Jurisdiction, the applicants must, as a condition of the Jurisdiction's permit approval, comply with the following:
  - (1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the threecontainer collection program offered by the Jurisdiction, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR,

Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

- (2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the Jurisdiction, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with all written and published Jurisdiction policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

#### **SECTION 14. MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS**

- (a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo, including sections related to use of Compost and mulch as delineated in this Section 14.
- (b) The following Compost and mulch use requirements that are part of the MWELo are now also included as requirements of this ordinance. Other requirements of the MWELo are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.
- (c) Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 14(a) above shall:
  - (1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELo, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
    - (A) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%)

organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

- (B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
  - (C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
- (2) The MWELo compliance items listed in this Section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 14(a) shall consult the full MWELo for all requirements.
- (d) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo September 15, 2015 requirements in a manner that requires Jurisdictions to incorporate the requirements of an updated MWELo in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

## **SECTION 15. PROCUREMENT REQUIREMENTS FOR JURISDICTION DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS**

- (a) Jurisdiction departments, and direct service providers to the Jurisdiction, as applicable, must comply with the Jurisdiction's Recovered Organic Waste Product procurement policy and Recycled-Content Paper procurement policy.
- (b) All vendors providing Paper Products and Printing and Writing Paper shall:
  - (1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.

- (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- (3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- (4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
- (5) Provide records to the Jurisdiction's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the Jurisdiction's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the Jurisdiction. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 15(b)(3) and 15(b)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

## **SECTION 16. INSPECTIONS AND INVESTIGATIONS BY JURISDICTION**

- (a) Jurisdiction representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow Jurisdiction to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 6(b) or 7(b) of this ordinance, Jurisdiction may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 6(k) or 7(k) of this ordinance.



- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the Jurisdiction's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment (optional); or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- (c) Any records obtained by a Jurisdiction during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) Jurisdiction representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- (e) Jurisdiction shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

## **SECTION 17. ENFORCEMENT**

- (a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a Jurisdiction Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The Jurisdiction's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. Jurisdiction may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. Jurisdiction may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of Jurisdiction staff and resources.
- (c) Responsible Entity for Enforcement
  - (1) Enforcement pursuant to this ordinance may be undertaken by the Jurisdiction Enforcement Official, which may be the City Manager or their designated entity, legal counsel, or combination thereof.

- (2) Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the Jurisdiction, in consultation with Jurisdiction Enforcement Official.
  - (A) Jurisdiction Enforcement Official(s) (and Regional or County Agency Enforcement Official, if using) will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
  - (B) Jurisdiction Enforcement Official(s) (and Regional or County Agency Enforcement Official, if using) may issue Notices of Violation(s).
- (d) Process for Enforcement
  - (1) Jurisdiction Enforcement Officials or Regional or County Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 16 establishes Jurisdiction's right to conduct Inspections and investigations.
  - (2) Jurisdiction may issue an official notification to notify regulated entities of its obligations under the ordinance.
  - (3) For Jurisdictions assessing contamination processing fees/penalties. For incidences of Prohibited Container Contaminants found in containers, Jurisdiction will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 10 days after determining that a violation has occurred. If the Jurisdiction observes Prohibited Container Contaminants in a generator's containers on more than one (1) consecutive occasion(s), the Jurisdiction may assess contamination processing fees or contamination penalties on the generator.
  - (4) With the exception of violations of generator contamination of container contents addressed under Section 17(d)(3), Jurisdiction shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
  - (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, Jurisdiction shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Jurisdiction's requirements contained in Section 17(k), Table 1, List of Violations.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the Jurisdiction or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The Jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 17 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals;  
or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with Jurisdiction's procedures in the Jurisdiction's codes for appeals of administrative citations. Evidence may be presented at the hearing. The Jurisdiction will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, Jurisdiction will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if Jurisdiction determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the Jurisdiction determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 17, as needed.

(k) Enforcement Table

**Table 1. List of Violations**

<b>Requirement</b>	<b>Description of Violation</b>
Commercial Business and Commercial Business Owner Responsibility Requirement Sections 6 and 7	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with Jurisdiction requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Section 4, 5, 6 and 7	Organic Waste Generator fails to comply with requirements adopted pursuant to this ordinance for the collection and Recovery of Organic Waste.

Hauler Requirement Section, Section 11	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement Section 11	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the Jurisdiction to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement Section 11	A hauler fails to keep a record of the applicable documentation of its approval by the Jurisdiction, as prescribed by this ordinance.
Self-Hauler Requirement Section 12	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 9	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 9	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 9	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 6, 7, and 9	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 9	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 9.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 10	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section

	18991.3(b) fails to keep records, as prescribed by Section 10.
--	--

**SECTION 18. EFFECTIVE DATE**

This ordinance shall be effective commencing on January 1, 2022.

\* \* \* \* \*

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Lemoore held on the 2<sup>nd</sup> day of November 2021 and was passed and adopted at a regular meeting of the City Council held on the 16<sup>th</sup> day of November, 2021 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
Marisa Avalos, City Clerk

\_\_\_\_\_  
Stuart Lyons, Mayor



711 W. Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-6708

## Staff Report

**Item No: 3-3**

**To:** Lemoore City Council  
**From:** Nathan Olson, City Manager  
**Date:** November 5, 2021 **Meeting Date:** November 16, 2021  
**Subject:** Resolution 2021-28 – Authorizing Continued Use of Remote Teleconferencing Provisions (AB 361)

### **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 type="checkbox"/> Not Applicable            |

### **Proposed Motion:**

Approve Resolution 2021-28, Authorizing the City Manager to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361.

### **Subject/Discussion:**

On September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

In order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days. The City Council made such findings on September 30, 2021. In addition, AB 361 requires the City make specified findings every 30 days thereafter. Such additional findings were made by the City Council on October 19, 2021.

### **Financial Consideration(s):**



No substantial costs noted.

**Alternatives or Pros/Cons:**

Do not continue with virtual meetings.

**Commission/Board Recommendation:**

Not Applicable

**Staff Recommendation:**

Staff recommends City Council approve Resolution 2021-28, Authorizing the City Manager to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361.

**Attachments:**

- ☒ Resolution: 2021-28
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

**Review:**

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

**Date:**

- 11/09/2021
- 11/10/2021
- 11/10/2021
- 
- 11/09/2021

**RESOLUTION NO. 2021-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE AUTHORIZING  
CONTINUED USE OF REMOTE TELECONFERENCING PROVISIONS (AB 361)**

**WHEREAS**, the City Council of the City of Lemoore (“City Council”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

**WHEREAS**, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

**WHEREAS**, the City Council recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

**WHEREAS**, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

**WHEREAS**, on September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

**WHEREAS**, in order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days. Such adoption occurred by the City Council on September 30, 2021; and

**WHEREAS**, AB 361 requires the City make specified findings every 30 days thereafter; and

**WHEREAS**, such additional findings were made by the City Council on October 19, 2021 with the approval of Resolution No. 2021-26; and

**WHEREAS**, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and/or

**WHEREAS**, the California Occupational and Safety Health Administration (OSHA) continues to recommend certain social distancing requirements, as described in detail in California Code of Regulations Title 8, section 3205 Covid Prevention; and/or

**WHEREAS**, the County of Kings recommends social distancing and stated that “As with any virus, especially during the flue season, there are a number of steps you can take to protect your health and those around you...practice social distancing of at least six feet if it is necessary to leave your home;

**WHEREAS**, the County of Kings Department of Public Health in its August 28, 2021 press release urged “...everyone to physical distance themselves from others...”

**WHEREAS**, the City Council hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

**WHEREAS**, the City Council is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment.

**NOW THEREFORE, BE IT RESOLVED**, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

**BE IT FURTHER RESOLVED**, that the City Council is conducting meetings during a state of emergency and OSHA recommends measures to promote social distancing; and/or

**BE IT FURTHER RESOLVED**, that the City Council has determined that given the state of emergency, holding in-person only meetings would present imminent risks to the health or safety of attendees.

**BE IT FURTHER RESOLVED**, that the actions taken by the City Council through this resolution shall be applied to all City committees governed by the Brown Act unless otherwise desired by that committee.

**BE IT FURTHER RESOLVED**, the City Council authorizes the City Manager or their designee(s) to take all actions necessary to continue to conduct City Council meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution after which the City Council will again reconsider the circumstances of the state of emergency.

**PASSED AND ADOPTED** by the Lemoore City Council on this 16th day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

---

Marisa Avalos  
City Clerk

---

Stuart Lyons  
Mayor



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

## Staff Report

**Item No: 3-4**

**To: Lemoore City Council**

**From: Nathan Olson, City Manager**

**Date: September 27, 2021**

**Meeting Date: November 16, 2021**

**Subject: Resolution 2021-29 – To Review and Renew the Declaration of a Local Emergency and the Related Declarations and Orders Therein**

### **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 type="checkbox"/> Not Applicable            |

### **Proposed Motion:**

Adopt Resolution 2021-29, to review and renew the declaration of a local emergency, and the related declarations and orders therein.

### **Subject/Discussion:**

Resolution 2021-11 was adopted on June 28, 2021, ratifying the declaration of a local emergency.

Conditions of disaster or of extreme peril to the safety of persons and property arose within the City of Lemoore on June 21, 2021, caused by one of the water tanks located at the City's Station 7 Water Facility Complex failing, resulting in the loss of access to two storage tanks holding 1.5 million gallons of water each, and three active water wells ("Water Incident"), all of which is further described in the Director's Emergency Proclamation.

The City Manager acting as the Director proclaimed the existence of a Local Emergency within the City on June 22, 2021 and issued Emergency Orders effective immediately in accordance with the Local Emergency Proclamation.

The Resolution states that the local emergency shall be reviewed at least once every sixty (60) days, as required by law. Resolutions 2021-17 and 2021-22 were approved renewing the declaration.

**Financial Consideration(s):**

Full fiscal impacts are unknown at this time.

**Alternatives or Pros/Cons:**

City Council could require that each decision be made by City Council, however, that option could lead to numerous issues including, but not limited to, untimely delays in protecting the safety of the public and property, additional monetary losses, ongoing OSHA involvement, as well as infringe upon the Council – Manager form of government, whereby the City Manager is responsible for decisions on day-to-day operations.

**Staff Recommendation:**

Approve Resolution 2021-29, to review and renew the declaration of a local emergency, and the related declarations and orders therein.

**Attachments:**

- ☒ Resolution: 2021-29
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other
- List: Resolution 2021-11

**Review:**

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

**Date:**

- 11/08/2021
- 11/10/2021
- 11/10/2021
- 
- 11/08/2021

**RESOLUTION NO. 2021-29**

**A RESOLUTION OF THE LEMOORE CITY COUNCIL TO REVIEW AND  
RENEW THE DECLARATION OF A LOCAL EMERGENCY, AND THE  
RELATED DECLARATIONS AND ORDERS THEREIN.**

**WHEREAS**, California Government Code section 8630 and Lemoore Municipal Code section 2-4-4 empowers the Director of Emergency Services (“Director”) to proclaim a Local Emergency if the City Council is not in session, and requires that the City Council shall take action to ratify the Proclamation within seven (7) days thereafter; and

**WHEREAS**, conditions of disaster or of extreme peril to the safety of persons and property arose within the City of Lemoore on June 21, 2021, caused by one of the water tanks located at the City’s Station 7 Water Facility Complex failing, resulting in the loss of access to two storage tanks holding 1.5 million gallons of water each, and three active water wells (“Water Incident”), all of which is further described in the Director’s Emergency Proclamation (Attached hereto as **Exhibit A**); and

**WHEREAS**, the City Manager acting as the Director proclaimed the existence of a Local Emergency within the City on the 22<sup>nd</sup> day of June, 2021; and

**WHEREAS**, the City Council ratified and confirmed the Director’s proclamation of the existence of a Local Emergency within the City on the 22<sup>nd</sup> day of June, 2021; and

**WHEREAS**, The City Council renewed and confirmed the Director’s proclamation of the existence of a Local Emergency within the City of Lemoore per Resolution 2021-17 approved on August 17, 2021 and 2021-22 approved on October 5, 2021;

**WHEREAS**, because of the Water Incident the City has been unable to provide full uninterrupted water service to City customers due to the decreased storage capacity at Station 7 Water Facility Complex and the method of treating the water currently required as a result of the Water Incident; and

**WHEREAS**, California Government Code section 8630 requires the City Council to review the need for continuing the Local Emergency at least once every sixty (60) days; and

**WHEREAS**, the City Council does hereby find that the above described conditions of disaster or of extreme peril have not abated, that because of the Water Incident the City is still unable to provide full uninterrupted water service to City customers, and that the existence of a Local Emergency continues within the City.

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

1. The Proclamation of Local Emergency Due to Critical Incident Involving City Water Facilities is hereby continued.
2. The following declarations, orders, and restrictions remain in place:
  - a. Existing water restrictions remain in effect until rescinded.
  - b. Additional water restrictions will be issued as needed, including a daily limitation on gallons of usage per residence and business. The water restrictions may be based upon certain areas of the City. Any additional water restrictions shall take effect immediately upon issuance by the Director. The City Manager in consultation with the Public Works Director shall develop rules for implementation of any additional water restrictions.
  - c. The Director acting as the City Manager has authority to transfer funds as necessary to respond to the Local Emergency in all respects.
  - d. The Director may waive all local, State, and federal bidding and requests for proposal requirements prior to entering into contracts that the Director deems necessary to remedy the conditions relating to the Local Emergency. The Director shall make reasonably prudent business decisions under the circumstances.
  - e. No retail or wholesale business shall engage in charging more than the normal average retail price for any merchandise sold during the state of local emergency, including, but not limited to, specifically water (commonly referred to as price gouging). The average retail price as used herein is defined to be that price at which similar merchandise was being sold during the ninety (90) days immediately preceding the state of local emergency, or a mark-up that is not a larger percentage over wholesale cost than was being added to wholesale cost before the Local Emergency.
  - f. A copy of this Resolution continuing the Director's Emergency Proclamation, shall be forwarded to the Kings County Office of Emergency Services, as well as appropriate State and Federal agencies with the coordination of the Kings County Office of Emergency Services, for reimbursement under state and federal disaster assistance acts. The Director is hereby designated as the authorized representative for public assistance, and the Director shall receive, process, and coordinate all inquiries, filings, and requirements necessary to obtain available state and/or federal assistance to the City for coping with the Local Emergency.
3. The local emergency shall be reviewed at least once every sixty (60) days as required by law, and otherwise be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Lemoore.



**PASSED AND ADOPTED** at a Special Meeting of the City Council of the City of Lemoore held on the 16<sup>th</sup> day of November 2021 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

---

Marisa Avalos  
City Clerk

---

Stuart Lyons  
Mayor

**RESOLUTION NO. 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.**

**WHEREAS**, California Government Code section 8630 and Lemoore Municipal Code section 2-4-4 empowers the Director of Emergency Services ("Director") to proclaim a Local Emergency if the City Council is not in session, and requires that the City Council shall take action to ratify the Proclamation within seven (7) days thereafter; and

**WHEREAS**, conditions of disaster or of extreme peril to the safety of persons and property arose within the City of Lemoore on June 21, 2021, caused by one of the water tanks located at the City's Station 7 Water Facility Complex failing, resulting in the loss of access to two storage tanks holding 1.5 million gallons of water each, and three active water wells ("Water Incident"), all of which is further described in the Director's Emergency Proclamation (Attached hereto as **Exhibit A**); and

**WHEREAS**, because of the Water Incident the City was unable to provide full uninterrupted water service to City customers, including sufficient pressure for adequate fire protection services; and

**WHEREAS**, the Water Incident and the need to declare a Local Emergency occurred at a time the City Council of the City of Lemoore was not in session; and

**WHEREAS**, the City Manager acting as the Director did proclaim the existence of a Local Emergency within the City on the 22nd day of June, 2021; and

**WHEREAS**, the City Manager acting as the Director, did concurrently Declare and issue Emergency Orders effective immediately in accordance with the Local Emergency Proclamation; and

**WHEREAS**, under the authority of Government Code sections 8630 and 8634, and Lemoore Municipal Code section 2-4-4, the Director is empowered, upon declaration of a Local Emergency, to make and issue regulations on matters reasonably related to the protection of life and property as affected by such emergency; and

**WHEREAS**, the City Council does hereby find that the above described conditions of disaster or of extreme peril did warrant and necessitate the Proclamation of the existence of a Local Emergency and the Issuance of Emergency Orders.

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

1. The Proclamation of Local Emergency Due to Critical Incident Involving City Water Facilities, as issued by the Director, is hereby ratified and confirmed.
2. The following declarations, orders, and restrictions of the Director are hereby ratified and confirmed:
  - a. All outdoor watering is prohibited.
  - b. Additional water restrictions will be issued as needed, including a daily limitation on gallons of usage per residence and business. The water restrictions may be based upon certain areas of the City. Any additional water restrictions shall take effect immediately upon issuance by the Director. The City Manager in consultation with the Public Works Director shall develop rules for implementation of any additional water restrictions.
  - c. The Director acting as the City Manager has authority to transfer funds as necessary to respond to the Local Emergency in all respects.
  - d. The Director may waive all local, State, and federal bidding and requests for proposal requirements prior to entering into contracts that the Director deems necessary to remedy the conditions relating to the Local Emergency. The Director shall make reasonably prudent business decisions under the circumstances.
  - e. No retail or wholesale business shall engage in charging more than the normal average retail price for any merchandise sold during the state of local emergency, including, but not limited to, specifically water (commonly referred to as price gouging). The average retail price as used herein is defined to be that price at which similar merchandise was being sold during the ninety (90) days immediately preceding the state of local emergency, or a mark-up that is not a larger percentage over wholesale cost than was being added to wholesale cost before the Local Emergency.
  - f. A copy of the Director's Proclamation of Local Emergency Due to Critical Incident Involving City Water Facilities and this Resolution ratifying the Director's Emergency Proclamation, shall be forwarded to the Kings County Office of Emergency Services, as well as appropriate State and Federal agencies with the coordination of the Kings County Office of Emergency Services, for reimbursement under state and federal disaster assistance acts. The Director is hereby designated as the authorized representative for public assistance, and the Director shall receive, process, and coordinate all inquiries, filings, and requirements necessary to obtain available state and/or federal assistance to the City for coping with the Local Emergency.

3. The local emergency shall be reviewed at least once every sixty (60) days as required by law, and otherwise be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Lemoore.

**PASSED AND ADOPTED** at a Special Meeting of the City Council of the City of Lemoore held on the 29<sup>th</sup> day of June 2021 by the following vote:

AYES: Orth, Gornick, Chaney, Matthews

NOES: None

ABSTAINING: None

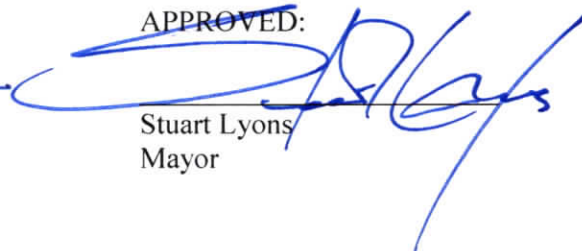
ABSENT: Lyons

ATTEST:



Marisa Avalos  
City Clerk

APPROVED:



Stuart Lyons  
Mayor

**CITY OF LEMOORE**

**DIRECTOR OF EMERGENCY SERVICES**

**PROCLAMATION OF LOCAL EMERGENCY DUE TO CRITICAL INCIDENT  
INVOLVING CITY WATER FACILITIES**

**DECLARATION ADDRESSING WATER RESTRICTIONS, FUNDING AND  
CONTRACT AUTHORITY, PRICE GOUGING, REQUESTS FOR FINANCIAL  
ASSISTANCE, DETERMINED AS NECESSARY TO  
SAFEGUARD LIFE AND PROPERTY**

**WHEREAS**, Section 2-4-4 of the Lemoore Municipal Code authorizes the Director of Emergency Services for the City of Lemoore ("Director") to proclaim the existence or threatened existence of a local emergency when the City of Lemoore is affected or likely to be affected by the actual or threatened existence of extreme conditions of disaster and peril to the safety of persons within the City; and

**WHEREAS**, the Director is authorized to make this Proclamation when the City Council is not in session, in which case the Proclamation shall be sent to the City Council for consideration within seven days; and

**WHEREAS**, on June 21, 2021, at approximately 1:30 p.m., one of the tanks at the City's Station 7 Water Facility Complex ("Tank") failed following a small explosion, causing 1.5 million gallons of water to dump and the loss of use of the Station 7; and

**WHEREAS**, Station 7 included an additional 1.5 million gallon storage tank and an integrated well; and

**WHEREAS**, the City is unable to use Station 7, which also resulted in the loss of use of Water Well sites 13 and 14 that feed off Station 7; and

**WHEREAS**, the loss of Station 7 and Well Sites 13 and 14 are for ease of reference hereafter referred to as the "Water Incident"; and

**WHEREAS**, Station 7 and Well Sites 13 and 14 are essential components of the City's municipal water supply and severely impacts the City's ability to provide water service; and

**WHEREAS**, because of the Water Incident the City is unable to provide full uninterrupted water service to City customers, including sufficient pressure for adequate fire protection services; and

**WHEREAS**, there is a need to take immediate action: to curtail water usage by City customers; for the City to have maximum flexibility to repair, replace, and install essential infrastructure at Station 7 and Well Sites 13 and 14, and any interconnected facilities; and for the City to be able to contract for services on an emergency basis as needed.

**NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LEMOORE DOES HEREBY PROCLAIM:**

1. There exists a local emergency due to the Water Incident ("Local Emergency"). This Proclamation of Local Emergency shall be effective immediately. The Local Emergency is necessary to protect the public health, safety, and welfare of the residents and businesses of the City of Lemoore. The Water Incident has created extreme conditions and peril necessary for the protection and survival of human life that require immediate action. The Water Incident will also require the support of other political subdivisions to address the extreme conditions of peril.

2. As set forth in Section 2-4-4 of the Lemoore Municipal Code, the Director is authorized to take the following actions:

(a) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the Local Emergency.

(b) To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property and to bind the City for the fair value thereof, and, if required immediately, to commandeer the same for public use.

(3) To require emergency services of any City officer or employee.

(4) To requisition necessary personnel or material of any City department or agency.

**NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LEMOORE DOES HEREBY DECLARE AND ORDER THE FOLLOWING:**

Based upon the foregoing Declaration of Local Emergency, I, Nathan Olson, as Director of Emergency Services, declare and order effective immediately upon signing, the following in the City of Lemoore:

(1) All outdoor watering is prohibited.

(2) Additional water restrictions will be issued as needed, including a daily limitation on gallons of usage per residence and business. The water restrictions may be based upon certain areas of the City. Any additional water restrictions shall take effect immediately upon issuance by the Director. The City Manager in consultation with the Public Works Director shall develop rules for implementation of any additional water restrictions.

(3) The Director acting as the City Manager has authority to transfer funds as necessary to respond to the Local Emergency in all respects.

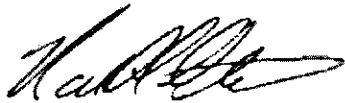
(4) The Director may waive all local, State, and federal bidding and requests for proposal requirements prior to entering contracts the Director deems necessary to remedy the conditions leading to the Local Emergency. The Director shall make reasonably prudent business decisions under the circumstances.

(5) No retail or wholesale business shall engage in charging more than the normal average retail price for any merchandise sold during the state of local emergency, including, but not limited to, specifically water (commonly referred to as price gouging). The average retail price as used herein is defined to be that price at which similar

merchandise was being sold during the ninety (90) days immediately preceding the state of local emergency, or a mark-up that is not a larger percentage over wholesale cost than was being added to wholesale cost before the Local Emergency.

(6) A copy of this Resolution shall be forwarded to the Kings County Office of Emergency Services, as well as appropriate State and Federal agencies with the coordination of the Kings County Office of Emergency Services, for reimbursement under state and federal disaster assistance acts. The Director is hereby designated as the authorized representative for public assistance, and the Director shall receive, process, and coordinate all inquiries, filings, and requirements necessary to obtain available state and/or federal assistance to the City for coping with the Local Emergency.

Dated: June 22, 2021, at 12: 45 p.m.

A handwritten signature in black ink, appearing to read 'Nathan Olson', with a stylized flourish at the end.

---

Nathan Olson, City Manager and Director of  
Emergency Service for the City of Lemoore



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003

## Staff Report

**Item No: 3-5**

**To: Lemoore City Council**

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

**Date: October 26, 2021**

**Meeting Date: November 16, 2021**

**Subject: Bid Award – SB-1 Street Improvement – CIP 5018**

**Strategic Initiative:**

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

**Proposed Motion:**

Award the SB-1 Street Improvements to Don Berry Construction in the amount of \$658,969.20 and allocate an additional 10% for project contingency and authorize the City Manager, or designee, to execute the agreement.

**Subject/Discussion:**

SB-1, the Road Repair and Accountability Act, was signed into law on April 28, 2017 and is dedicated to fixing roads across California. The money is generated through the fuel tax as well as a portion of vehicle fees that is then redistributed to municipalities to improve, maintain, and complete street improvements. This project includes repairing ADA curb, bicycle lane, pavement, sidewalk and repairing the crosswalks.

This project is to perform rehabilitation to various streets in Lemoore, concrete v-gutters, storm drains inlet and lateral, in addition to improvements identifies in the plans that are attached hereto. Bids for the City's Annual Street Maintenance Project were opened on October 26, 2021. The City received three bids, and the engineer has verified that the price listed is fair and justified. The lowest bid received was from Don Berry Construction for the base bid amount of \$658,969.20.

**Financial Consideration (s):**

This project is funded out of Fund 036, which is funded by SB1 gas tax revenues.



**Alternatives or Pros/Cons:**

Pros:

- Repair local roads utilizing SB1 funds.

Cons:

- None

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends Council award the SB-1 Street Improvements to Don Berry Construction in the amount of \$658,696.20 and allocate an additional 10% for project contingency and authorize the City Manager, or his designee, to execute the agreement.

**Attachments:**☐ Resolution:☐ Ordinance:☐ Map☒ Contract☒ Other

List: Bid Proposal  
Plans  
Recommendation Letter

**Review:**☒ Asst. City Manager☒ City Attorney☒ City Clerk☐ City Manager☒ Finance**Date:**

11/08/2021

11/10/2021

11/10/2021

11/09/2021



## BID TABULATION

PROJECT: City of Lemoore, SB-1 Street Improvements PROJECT NO.: 210208

DATE: October 26, 2021 TIME: 2:00 PM

BIDDER	BASE BID
Don Berry Const.	658,969 <sup>20</sup>
Papich construction	811,998 <sup>00</sup>
Cal Valley Construction	699,973 <sup>00</sup>

**BID PROPOSAL****FOR THE SB-1 STREET IMPROVEMENT PROJECT**

TO: The City Manager  
City of Lemoore

FROM: CONTRACTOR

DON BERRY CONSTRUCTION, INC.  
Name of bidder

We, the undersigned bidder, having carefully examined the location of the Work, the Plans and Specifications, and all other Contract Documents, hereby propose to furnish, in strict accordance with the Contract Documents, all of the materials, labor and equipment necessary for the completion of this project and assume all liability imposed upon the Contractor by the Contract, and to accept as full compensation the unit prices set forth in the following bid items, to wit:

*Note: bidders are required to write the unit price in both words and figures for each bid item.*

**BASE BID ITEMS**

Item	Quantity	Unit	Item Description with Unit Price in Words	Unit Price	Bid Price
<b><u>PHASE I-RESIDENTIAL AREAS</u></b>					
1.	<u>1</u>	L.S.	Phase I Mobilization & Demobilization @ <u>TEN THOUSAND DOLLARS</u>	Lump Sum	\$ <u>10,000<sup>00</sup></u>
2.	<u>1</u>	L.S.	Prepare Implement Pedestrian and Traffic Control @ <u>SEVEN THOUSAND five hundred dollars</u>	Lump Sum	\$ <u>7,500<sup>00</sup></u>
3.	<u>1</u>	L.S.	Clearing, Grubbing & Demolition @ <u>TEN thousand dollars</u>	Lump Sum	\$ <u>10,000<sup>00</sup></u>
4.	<u>1</u>	L.S.	Roadway Excavation, Earthwork, Grading, and Compaction @ <u>Twenty FIVE THOUSAND DOLLARS</u>	Lump Sum	\$ <u>25,000<sup>00</sup></u>

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

CONTRACT BOOKLET AND SPECIFICATIONS ADDENDUM 2 PAGE - 1

5.	<u>1</u>	EA.	Construct City Standard SD-2 Drain Inlet @ <u>eleven thousand</u> <u>dollars</u>	<u>11,000<sup>00</sup></u> /EA.	\$ <u>11,000<sup>00</sup></u>
6.	<u>72</u>	L.F.	Construct City Std. 6' wide Valley Gutter @ <u>one hundred and</u> <u>fourteen dollars</u>	<u>114<sup>00</sup></u> /L.F.	\$ <u>8,208<sup>00</sup></u>
7.	<u>72</u>	L.F.	Construct 12" PVC Storm Drain line @ <u>one hundred and</u> <u>twelve dollars</u>	<u>112<sup>00</sup></u> /L.F.	\$ <u>8,064<sup>00</sup></u>
8.	<u>2,000</u>	L.F.	Crack Fill @ <del><u>six thousand</u></del> <del><u>dollars</u></del> <u>three dollars</u>	<u>3<sup>00</sup></u> /L.F.	\$ <u>6,000<sup>00</sup></u>
9.	<u>472</u>	TONS	Furnish and Place Hot Mix Asphalt Concrete (Type B) @ <u>one hundred</u> <u>and sixteen dollars</u>	<u>116<sup>00</sup></u> /TONS	\$ <u>54,752<sup>00</sup></u>
10.	<u>208</u>	C.Y.	Furnish and Place Class 2 Aggregate Base @ <u>ninty five</u> <u>dollars</u>	<u>95<sup>00</sup></u> /C.Y.	\$ <u>19,760<sup>00</sup></u>
11.	<u>886</u>	L.F.	5' Wide Cold Plane/Edge Grind @ <u>two dollars and</u> <u>twenty cents</u>	<u>2<sup>20</sup></u> /L.F.	\$ <u>1,949<sup>20</sup></u>
12.	<u>2640</u>	S.F.	Transition Grind @ <u>one</u> <u>dollar and ten</u> <u>cents</u>	<u>1<sup>10</sup></u> /S.F.	\$ <u>2,904<sup>00</sup></u>

13. 3 EA. Adjust Sanitary Sewer Manhole to Grade  
 @ One thousand Six  
hundred dollars 1,600<sup>00</sup>/EA. \$ 4,800<sup>00</sup>

14. 4 EA. Adjust Water Valve Box to Grade @  
one thousand four  
hundred dollars 1,400<sup>00</sup>/EA. \$ 5,600<sup>00</sup>

### PHASE 2-HANFORD-ARMONA ROAD

15. 1 L.S.. Phase 2 Mobilization & Demobilization @ TEN THOUSAND DOLLARS [2.1]  
 Lump Sum \$ 10,000<sup>00</sup>

16. 1 L.S. Prepare Implement Pedestrian and Traffic Control Plan(s) @ Twenty  
eight thousand dollars [2.2]  
 Lump Sum \$ 28,000<sup>00</sup>

17. 1 L.S. Clearing, Grubbing & Demolition @ five thousand dollars [2.3]  
 Lump Sum \$ 5,000<sup>00</sup>

18. 1 L.S. Roadway Excavation, Earthwork, Grading, and Compaction @ NINETY THOUSAND  
DOLLARS [2.4]  
 Lump Sum \$ 90,000<sup>00</sup>

19. 1391 TONS Furnish and Place 6" Hot Mix Asphalt Concrete (Type B) @ ninty  
dollars [2.5]  
90<sup>00</sup>/TONS \$ 125,190<sup>00</sup>



20.	<u>1374</u>	C.Y.	Furnish and Place Class 2 Aggregate Base @ <u>fifty eight</u> <u>dollars</u>	[2.6]
			<u>58<sup>00</sup></u> /C.Y. \$ <u>79,692<sup>00</sup></u>	
21.	<u>1</u>	L.S.	Signing, Striping and Pavement Marking Modifications @ <u>Ten thousand</u> <u>dollars</u>	[2.7]
			Lump Sum \$ <u>10,000<sup>00</sup></u>	
22.	<u>10,000</u>	L.F.	Crack Fill @ <u>three dollars</u>	[2.8]
			<u>3<sup>00</sup></u> /L.F. \$ <u>30,000<sup>00</sup></u>	
23.	<u>850</u>	S.F.	Deep Patch @ <u>Twenty five</u> <u>dollars</u>	[2.9]
			<u>25<sup>00</sup></u> /S.F. \$ <u>21,250<sup>00</sup></u>	
24.	<u>50,000</u>	S.F.	Slurry Seal @ <u>nintey</u> <u>Centy</u>	[2.10]
			<u>0<sup>00</sup></u> /S.F. \$ <u>45,000<sup>00</sup></u>	
25.	<u>16</u>	EA.	Adjust Water Valve Box to Grade @ <u>one thousand four</u> <u>hundred dollars</u>	[2.11]
			<u>1,400<sup>00</sup></u> /EA. \$ <u>22,400<sup>00</sup></u>	
26.	<u>4</u>	EA.	Adjust Storm Drain Manhole to Grade @ <u>One thousand six</u> <u>hundred dollars</u>	[2.12]
			<u>1,600<sup>00</sup></u> /EA. \$ <u>6,400<sup>00</sup></u>	
27.	<u>3</u>	EA.	Reconstruct Survey Monuments @ <u>three thousand five</u> <u>hundred dollars</u>	[2.13]
			<u>350<sup>00</sup></u> /EA. \$ <u>10,500<sup>00</sup></u>	

**BID SUMMARY**

Total amount of Base Bid Items 1 through 27

\$ 658,969<sup>00</sup>Total amount of Base Bid is SIX HUNDRED AND FIFTY EIGHT THOUSAND NINE HUNDRED  
9 SIXTY NINE dollars and Twenty cents.

ALL BID PRICES IN THE BASE BID SECTION SHALL BE DETERMINED BASED ON THE UNIT PRICE. IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE IN WORDS AND FIGURES, THE UNIT PRICE QUOTED IN WORDS SHALL PREVAIL.

The city reserves the right to waive any informalities or minor irregularities in the bids. In case the unit price in words is incorrectly written as the bid price for a quantity based item, and the price in words matches exactly the numerical bid price, it will be considered that the unit price in figures is given in good faith. Only in such cases, the unit price in figures will be used.

CONTRACTOR SHALL BID ON ALL OF THE ITEMS IN THE BASE BID SECTION AND, IF APPLICABLE, THE ALTERNATE BID SECTION. THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The low bid shall be determined as described in the Notice to Bidders.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

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

13701 GOLDEN STATE BLVD  
KINGSBURG, CA 93631

Our Public Liability and Property Damage Insurance is placed with:

ARTHUR J. GALLAGHER & CO ; 500 N. SANTA FE ;  
VISALIA, CA 93292

Our Workers' Compensation Insurance is placed with:

HUB INTERNATIONAL ; 548 W. CROMWELL AVE.  
FRESNO, CA 93711

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

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

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s

1, 2

WARNING: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this proposal may be rejected.

The undersigned has carefully checked all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

A certified or cashier's check made payable to the City, or a bid bond in favor of said City on the City's form, for

Bidder's Bond

(\$ 10%),

which amount is not less than ten percent (10%) of the total amount of this proposal, is attached hereto and is given as a guarantee that the undersigned will execute an agreement and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City.



## BIDDER QUALIFICATION QUESTIONNAIRE

**INSTRUCTIONS TO BIDDER:** Bidder must answer all questions and provide all information requested on additional pages, all of which must be submitted with the Bid Proposal by the bid opening deadline.

### A. GENERAL REQUIREMENTS FOR QUALIFICATION

1. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

☒ Yes      ☐ No      ☐ contractor is exempt from this requirement, because it has no employees

2. At the time of submitting this form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes      ☒ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment.

3. Was your firm in bankruptcy at any time during the last five years?

☐ Yes      ☒ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

### B. Licenses

1. List all valid and current California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

396428 - A - 12/31/2022

2. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

RICHARD JOSEPH BERRY

3. Has any contractor's license held by your firm, or its responsible managing employee ("RME") or responsible managing officer ("RMO") been suspended or revoked at any time in the last five years?

☐ Yes      ☒ No

If "yes," please explain on a separate signed sheet.

### C. Disputes

{SR129380} IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

1. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☒ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

2. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☒ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

3. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

4. In the past five years has any claim of \$50,000 or more against your firm concerning your firm's work on a construction project been filed by a project owner in court or arbitration?

☐ Yes ☒ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

5. Excluding "pass-through" claims originated by subcontractors or suppliers of yours, in the past five years has your firm made any claim of \$50,000 or more against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

☐ Yes ☒ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6. Has your firm had a contract for a public work of improvement in the last five years that was terminated by the project owner (except a termination for convenience)?

☐ Yes ☒ No

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

If the answer is "Yes," for each such contract attach a separate sheet identifying the owner, your bonding company, the original contract value, the value of the work terminated and a brief explanation of the circumstances leading to the termination.

7. Has your firm ever entered into a settlement agreement, or otherwise agreed, with a public entity that your firm would not bid on future projects advertised by the public entity for a specified period of time?

☐ Yes ☒ No

If the answer is "Yes," for each such agreement attach a separate sheet identifying the public entity and the period of time during which your firm agreed not to bid.

8. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☒ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

9. Has any stop payment notice in the last five (5) years resulted in a claim against your payment bond?

☐ Yes ☒ No

If "yes," explain on a separate signed page.

**D. Criminal Matters and Related Civil Suits**

1. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

2. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.



**E. Bonding**

1. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☒ No

If "yes," provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☒ No

**F. Compliance with Occupational Safety and Health Laws and Other Labor Legislation Regarding Safety**

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years; or has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

☐ Yes ☒ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

**NOTE:** If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

2. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

**NOTE:** If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

**G. Prevailing Wage and Apprenticeship Compliance Record**

1. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws, or the federal Davis-Bacon prevailing wage requirements?

**NOTE:** This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

{SR129380} IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

2. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

☐ Yes

☒ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

#### H. Experience

*See Attachments*

1. Identify all public works contracts on which you have performed work over the last three (3) years where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract:
  - a. The public agency owner, its design professional, and its construction manager.
  - b. The contact persons at the owner, the design professional, and the construction manager.
  - c. The name of project.
  - d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, etc.).
  - e. The date of the owner's award of the contract to you.
  - f. The original scope of work in the contract.
  - g. The original contract price.
  - h. The original contract time for performance.
  - i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
  - j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
  - k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
  - l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and the each basis for the withholding.
  - m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.
  - n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.
  - o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.
  - p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.
2. Of the contracts identified in response to Question #1, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:
  - a. Number of calendar days from original completion deadline to full and final completion of your work on the project as required by the contract.
  - b. All reasons for the delay in completion, including delay for which you were responsible.
3. Of the contracts identified in response to Question #1, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:
  - a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.
  - b. A copy of each CWPA and DCP.
  - c. Reasons for the issuance of each CWPA and DCP.

4. Of the contracts identified in response to Question #1, above, identify each contract where the public agency owner or one or more of its representatives for the contract are contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:
- a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.
  - b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.
  - c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.



# Don Berry Construction, Inc.

GENERAL ENGINEER CONTRACTOR

P. O. BOX 620 - SELMA, CA 93662

BUS. (559)896-5700 FAX (559)896-5757

STATE LIC. #396428

## CONTRACTOR'S STATEMENT OF EXPERIENCE

<u>PROJECT</u>	<u>DATE COMPLETED</u>	<u>CONTRACT AMOUNT</u>	<u>NAME OF OWNER &amp; CONTACT PERSON</u>
2020 Countywide Pavement Rehab And Overlay	Current Project	\$8,614,957	County of Madera Kimberly Sandoval (559) 675-7811
Avenue 232 Safety Improvements	Current Project	\$1,077,790	County of Tulare Grey Tompkins (559) 627-7000
Adams Avenue Reconstruction Ph II & III	Current Project	\$1,121,608	City of Fowler/Peters Engr. David Peters (559) 299-1544
2021 Street Improvements	6/14/2021	\$334,162	City of Kingsburg/Peters Engr. David Peters (559) 299-1544
I Street Improvements	7/14/2021	\$917,930	City of Reedley Marilu Morales (559) 637-4200
Selma Alley Improvements	8/6/2021	\$298,025	City of Selma/Gateway Engr. Joey Daggett (559) 891-2215
RSTP Arterials Pavement Improvements	7/14/2021	\$1,036,367	City of Selma/Gateway Engr. Joey Daggett (559) 891-2215
Main Street Improvements	4/22/2021	\$225,652	City of Fowler/Peters Engineering David Peters (559) 299-1544
Prosperity-Blackstone Improvements	4/30/2021	\$492,420	City of Tulare Nick Bartsch (559) 684-4209
East Orange Ave Pedestrian Crossing	3/16/2021	\$94,131	County of Tulare Grey Tompkins (559) 624-7000
Farm 2 Market 2.0 Routes 1	1/15/2021 <sub>75</sub>	\$6,124,856	County of Tulare

Bethel Ave. Reconstruction Kingsburg, CA	5/1/19	\$269,214	Peters Engineering Group David Peters (559) 299-1544
Kearney Blvd. Rehab Kerman, CA	2/6/19	\$359,221	City of Kerman/Yamabe & Horn Jerry Jones (559) 244-3123
Bethel Ave & Mt View Ave Traffic Signal Near Kingsburg, CA	8/6/18	\$948,647	County of Fresno Richard Stockwell (559) 250-1673
USDA Farm Road Repairs Parlier	8/1/18	\$126,034	USDA ARS PWA Parlier Carl Hawk (559) 647-7263
Owens Ave. & I Street Tulare, CA	7/31/18	\$2,422,080	City of Tulare Nick Bartsch (559) 684-4209
Avenue 144 Rehabilitation Road 64 to Burnett Road Tipton, CA	5/31/18	\$2,907,670	County of Tulare Grey Tompkins (559) 624-7000
McLane High School Bioretention Basin Fresno, CA	4/20/18	\$528,715	Fresno Unified School Dist. Ronika Barnes (559) 457-3120
Manning Avenue Improvements Newmark Ave to Zediker Ave Parlier, CA	2/2/18	\$732,342	Yamabe & Horn Eng. Ray Martinez/Ruben Domingez (559) 244-3123
Fowler Avenue Street Improvements Tollhouse Road to Herndon Ave. Clovis, CA	10/6/17	\$448,708	City of Clovis John Armendariz (559) 324-2395
Federal AC Overlays Various Locations	9/15/17	\$3,235,645	County of Fresno Richard Stockwell (559) 250-1673
Smith Street Reconstruction Kingsburg, CA	5/30/17	\$243,491	Peters Engineering Group David Peters (559) 299-1544
Mt. View Avenue Bethel to Tulare County Line	5/26/17	\$8,763,391	County of Fresno Richard Stockwell (559) 250-1673
Cal-Trans Emergency Project Hwy 198 & I5	4/29/16	\$204,631	Cal-Trans Din Dadawalla (559) 417-5927



## BIDDER'S INFORMATION AND SIGNATURE

The undersigned certifies that he has a valid license as Contractor in the State of California, for the classes required on this Project (Class A), the numbers of which are 396428 and the expiration dates of which are 12/31/2022. The authorized person signing below affirms that the information, answers, and representations in this bid are true, correct, and complete, and he/she acknowledges and understands that they are made under penalty of perjury under the laws of the State of California.

1. Bidding Firm  <div style="font-family: cursive; font-size: 1.2em;">DON BERRY CONSTRUCTION, INC.</div>	2. Type of Business <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Jt. Venture <input type="checkbox"/> Partnership  <input type="checkbox"/> Individual DBA _____
3. Business Address  <div style="font-family: cursive; font-size: 1.2em;">13701 GOLDEN STATE BLVD</div>	4. Telephone Number  <div style="font-family: cursive; font-size: 1.2em;">(559) 896-5700</div>
<div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>City</span> <span>State</span> <span>Zip Code</span> </div> <div style="font-family: cursive; font-size: 1.2em;">KINGSBURG, CA 93631</div>	5. Fax Number  <div style="font-family: cursive; font-size: 1.2em;">(559) 896-5757</div>
6. E-mail Address  <div style="font-family: cursive; font-size: 1.2em;">dane.donberryconstruction.com</div>	8. Signature of Authorized Person  <div style="font-family: cursive; font-size: 1.5em;">[Signature]</div>
7. Name of Authorized Person  <div style="font-family: cursive; font-size: 1.2em;">DAN DONALD - VP / SEC</div>	

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE:

- 1) If bidder is an individual, enter name here in style used in business; if a joint venture, exact names of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation under which it is incorporated.
- 2) If bidder is other than an individual, identify here its character, i.e. corporation (including state of corporation), joint venture, partnership, etc. If bidder is an individual operating under a trade name, state "Individual DBA (trade name in full)".
- 3) State on this line the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder, are to be addressed.
- 4) State on this line the phone numbers to which all general communications will be directed.
- 5) State on this line the fax numbers to which all general communications will be directed.
- 6) State on this line the E-mail address to which all electronic communications and notices are to be addressed.
- 7) If bidder is a joint venture, signature must be by one of the joint ventures, and if one or both of the joint ventures is a partnership or a corporation each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his signature. Where bidder is a partnership or a corporation, the

names of all other general partners, or the names of the president and secretary of the corporation and their business addresses must be shown below:

RICK BERRY - CEO

DAN DORWIN - VP/SEC

DON BERRY - CFO

*NOTE: All signatures must be signed and printed or typewritten above. All addresses must be complete with street number, city and state information.*

**[END OF BID PROPOSAL FORM]**

## SUBCONTRACTOR DESIGNATION

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the Bidder hereby designates below, for the project, opposite various portions of work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the amount of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated subcontractor, or sublet or subcontract any of the work as to which a subcontractor is not herein designated without the consent of the City and approval of the Engineer. The bidder may submit a correct subcontractor license number within 24 hours after the bid opening if the corrected number corresponds to the submitted name and location of that subcontractor. If so corrected, an inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive. The subletting or subcontracting of any work for which there was no subcontractor designated in the original bid may be permitted only in case of public emergency or necessity. The Contractor shall perform, with its own organization, no less than five (5) percent of the original total contract price, except for all federal-aid projects, which is thirty percent (30%) minimum, as defined in the Caltrans' Local Assistance Procedures Manual Chapter 16 Subsection 16.6 "Subcontractors."

NOTE: List one firm only for each portion of work. All sub-contractors' names, license numbers, and portions of work must be clearly printed or typewritten below, except street address, city, state, and zip code information may be provided within 24 hours of the opening of bids.

### SUBCONTRACTOR 1

Concrete Vnuay Gura  
 Portion of Work (describe portion, and state percentage of total contract price)

<u>FRESNO CONCRETE CONST., INC.</u>	(559)	834-2031	389141	1000004109
Company Name	Phone	License #	DIR Registration #	
<u>389141</u>	<u>Sauvanh e.fresnoconcreteconst.com</u>			
California Contractor License Number	Email Address			
<u>5450 S. Villa Ave.</u>	<u>FRESNO</u>	<u>CA</u>	<u>93725</u>	
Address	City	State	Zip-code	

### SUBCONTRACTOR 2

Storm Drain Inlet & Pipe  
 Portion of Work (describe portion, and state percentage of total contract price)

<u>HAYDON CONSTRUCTION INC</u>	(559)	1251-5522	458977	1000016950
Company Name	Phone	License #	DIR Registration #	
<u>458977</u>	<u>HaydonConst@yahoo.com</u>			
California Contractor License Number	Email Address			
<u>2019 N. GAMBURY AVE #200</u>	<u>FRESNO</u>	<u>CA</u>	<u>93727</u>	
Address	City	State	Zip-code	



**SUBCONTRACTOR DESIGNATION (CONT.)**

NOTE: Use additional pages if necessary. List one firm only for each portion of work. All sub-contractors' names, license numbers, and portions of work must be clearly printed or typewritten below, except street address, city, state, and zip code information may be provided within 24 hours of the opening of bids.

**SUBCONTRACTOR 3**

Slurry Seal

Portion of Work (describe portion, and state percentage of total contract price)

VSS INTERNATIONAL	(916) 798-8592	293727	1000001231
Company Name	Phone	License #	DIR Registration #
293727	nicholas.corcorane@slurry.com		
California Contractor License Number	Email Address		
3785 CHADWICK DR	W. SACRAMENTO	CA	95691
Address	City	State	Zip-code

**SUBCONTRACTOR 4**

SIGNING, STRIPING &amp; PAVEMENT MARKINGS

Portion of Work (describe portion, and state percentage of total contract price)

Central Valley Striping	(559) 586-1083	1035598	1000055865
Company Name	Phone	License #	DIR Registration #
1035598			
California Contractor License Number	Email Address		
1100 N. GALE HILL AVE	LINDSEY	CA	93247
Address	City	State	Zip-code

**SUBCONTRACTOR 5**

Survey &amp; Survey Monuments

Portion of Work (describe portion, and state percentage of total contract price)

CALIFORNIA CONSTRUCTION SURVEYING, INC.	(209) 761-1027	PLS 7027	1000006224
Company Name	Phone	License #	DIR Registration #
PLS 7027	manderson@ccsurveying.net		
California Contractor License Number	Email Address		
25304 AVENUE 18 1/4	MADERA	CA	93638
Address	City	State	Zip-code

**SUBCONTRACTOR DESIGNATION (CONT.)**

NOTE: Use additional pages if necessary. List one firm only for each portion of work. All sub-contractors' names, license numbers, and portions of work must be clearly printed or typewritten below, except street address, city, state, and zip code information may be provided within 24 hours of the opening of bids.

**SUBCONTRACTOR 6**

GRANDEL RENTAL  
 Portion of Work (describe portion, and state percentage of total contract price)  
Pavement Recycling Systems, Inc. (951) 682-1091 / 569352 / 1000003363  
 Company Name Phone License # DIR Registration #  
569352 makins@pavementrecycling.com  
 California Contractor License Number Email Address  
10240 SAN SEVANE WAY JURUPA VALLEY, CA 91752  
 Address City State Zip-code

**SUBCONTRACTOR 7**

LAVAL FILL  
 Portion of Work (describe portion, and state percentage of total contract price)  
AUSTIN ENTERPRISE (661) 584-9904 / 764893 / 1000001896  
 Company Name Phone License # DIR Registration #  
764893  
 California Contractor License Number Email Address  
PO BOX 819210 BAIRDFIELD CA 93380  
 Address City State Zip-code

**SUBCONTRACTOR 8**

Portion of Work (describe portion, and state percentage of total contract price)  
 ( )  
 Company Name Phone License # DIR Registration #  
 California Contractor License Number Email Address  
 Address City State Zip-code

**NONCOLLUSION DECLARATION**

I, DAN DOWNAL, declare that I am the  
Name

VP/SEC  
Owner, Partner, Corporate Officer (list title), Co-Venturer

of DON BERRY CONSTRUCTION, INC.  
Bidding Entity

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

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

***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

  
Signature of Bidder

10/22/2021  
Date Signed

(California Public Contract Code Section 7106.)

***NOTE: The above Noncollusion Declaration must be submitted with the Bid Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution***



**BID BOND**Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS that we the undersigned Don Berry Construction, Inc. as Principal and Travelers Casualty and Surety Company \* as Surety, are hereby held and firmly bound unto the City of Lemoore in the County of Kings, California ("Owner") in the sum of Ten Percent of Amount Bid Dollars (\$10% of Bid Amount) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of **SB-1 STREET IMPROVEMENT PROJECT** in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected; or, in the alternative,
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 13th day of October, 2021, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Don Berry Construction, Inc.

(Principal)

13701 So. Golden State Blvd. Kingsburg, CA 93631

(Business Address)



(Signature)

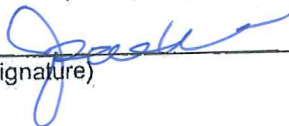
DAN DORNAL - VP / SEC

\*of America

Travelers Casualty and Surety Company of America  
(Corporate Surety)

11070 White Rock Rd. #130 Rancho Cordova, CA 95670  
(Business Address)

By: Joanette Blackwell McLeod, Attorney-in-Fact  
(Name)

  
(Signature)

The rate or premium of this bond is N/A per thousand, the total amount of  
premium charged, \$ N/A.

(The above must be filled in by Corporate Surety.)



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Tulare


On October 13, 2021 before me, C. Thao, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

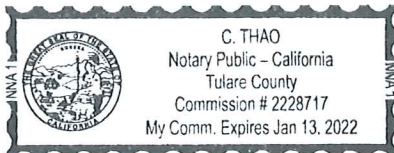
personally appeared Joanette Blackwell McLeod  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature   
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.*

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: October 13, 2021 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Joanette Blackwell McLeod

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer Is Representing:  
Travelers Casualty and  
Surety Company of America

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joanette Blackwell McLeod** of **VISALIA, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

~~This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:~~

~~**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is~~

~~**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is~~

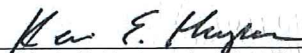
~~**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is~~

~~**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.~~

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **October**, 2021



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

## WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

DON BERRY CONSTRUCTION, INC.

Name of Contractor



Signature

DAN DORNAL - VP/SEC

Print Name

10/22/2021

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)



## **DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

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

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

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

DON BERRY CONSTRUCTION, INC.

Name of Contractor

[Signature]

Signature

DAN DOWAL VP/SEC

Print Name

10/22/2021

Date

## SUFFICIENT FUNDS DECLARATION


Owner: City of Lemoore

Contract: SB-1 STREET IMPROVEMENT PROJECT

I, DAN DORVM, declare that I am the VP/SEC [insert title] of DON BERRY CONSTRUCTION, INC., the entity making and submitting the bid for the above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit DON BERRY CONSTRUCTION, INC. [insert name of entity] to comply with all local, state or federal labor laws or regulations during the Contract, including payment of prevailing wage, and that DON BERRY CONSTRUCTION, INC. [insert name of entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on OCTOBER 22, 2021, at KINGSVILLE [city], CA [state].

Date: 10/22/2021

  
\_\_\_\_\_  
Signature  
Print Name: DAN DORVM  
Print Title: VP/SEC

**ADDENDUM NUMBER ONE**

**FOR THE**

**CITY OF LEMOORE**

**SB-1 STREET IMPROVEMENTS PROJECT**

**CIP 5018**

**October 22, 2021**



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

190271

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

## **ADDENDUM NUMBER ONE**

**The following additions, deletions, or modifications shall become part of the Contract Documents for the City of Lemoore SB-1 Street Improvements project:**

### **REVISIONS TO SPECIFICATIONS:**

**Item 1. Bid Proposal - Base Bid Items**

Replace Page 1 through 4 with attached Addendum 1 Page 1 through Addendum 1 Page 4

**Item 2 Bid Summary Form**

Replace Page 6 through 7 with attached Addendum 1 Page 6 through Addendum 1 Page 7.

**Item 3 Section 100 – Description of Bid Items**

Replace Page 47 through 54 with attached Addendum 1 Page 47 through Addendum 1 Page 54.

### **REVISIONS TO DRAWINGS:**

**Item 4** Replace plan sheets 3 through 9 of the bid set dated 10/8/21 with the attached plan sheets 3 through 9 dated of 10/22/21. Revisions are noted on the plans.

### **REQUEST FOR INFORMATION:**

**Item 5** The Engineer's estimated construction budget range for the project is \$550,000 - \$620,000.

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

Prepared by:   
Jeffery Cowart, P.E.

QK

October 22, 2021

Date

Accepted by:   
Contractor (signature)

DAN DORNAL - VP/SEC

10/23/2021  
Date

**ADDENDUM NUMBER TWO**

**FOR THE**

**CITY OF LEMOORE**

**SB-1 STREET IMPROVEMENTS PROJECT**

**CIP 5018**

**October 25, 2021**



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

**210208**

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



## **ADDENDUM NUMBER TWO**

---

**The following additions, deletions, or modifications shall become part of the Contract Documents for the City of Lemoore SB-1 Street Improvements project:**

### **REQUEST FOR INFORMATION:**

1. Page - 24 Section 97-04 states "forty-five (50) Working Days". Which number is correct 45 or 50 working days?

*Response: The duration for the project completion is 50 working days. It is anticipated that, following Phase I valley gutter replacement and DI installation, the contract will be suspended to ensure all paving operations are performed under suitable weather conditions.*

2. There is not enough room to allow two-way traffic on Hanford Armona road for the reconstruction of the East bound lane. And since the depth of reconstruction is deep the entire road will need to be detoured. Can traffic be detoured into the existing subdivisions East & West of the construction limits or will traffic need to be detoured out at Highway 41. If it needs to be Highway 41 does the City have a Caltrans Encroachment Permit and does the contractor need to include money in their bid for a double permit?

*Response: Traffic control requirements for Phase II of the project are specified in Section 100-02.2 Road Closures and Traffic Detour: Traffic Control for Phase II, Hanford-Armona Road Improvements, must always accommodate an eastbound lane from SR 41 along Hanford-Armona Road. Westbound traffic may be detoured as needed in coordination with the City. The project limits indicated are outside the Caltrans right-of-way to avoid encroachment.*

3. All of Farallen Lane has alligator cracking of the existing asphalt concrete. Only the end of the cul-de-sac is going to be fully reconstructed. There is a very high probability that the existing cracking will reflect thru the new asphalt concrete within the two-year warranty. Will the contractor be required to make repairs if this happens?

*Response: Contractors are advised to bid the project as shown on the bid documents plans and specifications.*

4. Can you also ask them to confirm the quantity for item #6? We only come up with 72 LF of Valley Gutters.

*Response: This Bid Item for linear feet of valley gutter replacement has been corrected to 72 L.F. See revisions to specifications below for reference.*

### **REVISIONS TO SPECIFICATIONS:**

#### **Item 1. Bid Proposal - Base Bid Items**

**Replace Page 1 through 4 with attached Addendum 2 Page 1 through Addendum 2 Page 4**

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

Prepared by:   
Jeffery Cowart, P.E.  
QK

October 25, 2021  
Date

Accepted by:   
Contractor (signature)

10/25/2021  
Date

## AGREEMENT (CIVIL PROJECT)

This agreement ("Agreement") is made at the City of Lemoore California, by and between Don Berry Construction, Inc., hereinafter called the "Contractor," and the City of Lemoore, hereinafter called the "City" or "Owner."

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor and materials, including tools, implements and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, draymen and laborers required for the **Hess Basin Channel Project** ("Project") as described in the Scope of Work in the Contract Documents.

**RELATIONSHIP OF PARTIES.** Contractor, its subcontractors, and their respective officers, associates, agents, volunteers and employees acting to perform the services under this Agreement shall act as independent contractors and not as officers, employees, or agents of the Owner for any purpose. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of Owner's business. Contractor is free from the control and direction of Owner in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Owner and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against Owner. Contractor shall have no authority, express or implied, to bind Owner to any obligation whatsoever.

**ARTICLE II. CONTRACT; CONTRACT DOCUMENTS.** The Contract, which may also be referred to as the Contract Documents, consists of those documents related to the Project as specified in the Owner's Contract Specifications §1-9. If there is a conflict between the Contract Documents, it shall be resolved pursuant to Contract Specifications §4-2.

**ARTICLE III. PAYMENT.** The Owner agrees to pay the Contractor the following sum for satisfactory performance of the Work:

Six-Hundred fifty eight thousand nine hundred and sixty-nine Dollars and twenty cents (\$ 658,969.20)

This price may be based, in part or in whole, upon the estimated quantities of materials to be used as set forth in the Contractor's Bid Proposal; and upon Completion of the Project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Bid Proposal hereto attached.

**ARTICLE IV. PROGRESS OF THE WORK.** The Contractor shall begin the Work, and shall complete the Work, as required by the Contract Documents.

**ARTICLE V. TERMINATION.** Owner may terminate or suspend this Agreement as permitted in the Contract Documents.

**ARTICLE VI. INDEMNITY AND INSURANCE.** Contractor shall indemnify and hold harmless and covered as additional insured Owner and its officers, officials, employees, and agents as required below and in the Contract Documents, and shall provide insurance as follows:

### A. Insurance Requirements For Contractors

With construction risks, Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### B. Minimum Scope of Insurance

In addition to the requirements of the Contract Specifications and other contract documents, coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### C. Minimum Limits of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

### D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### E. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and

volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Owner, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the Owner.
6. During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses in regards to materials, supplies or equipment to be used in the work.
7. The Contractor shall furnish a Builder's/Contractor's Risk policy in an amount sufficient to cover all damages, theft, or loss of materials, supplies or equipment to be used in the work. The policy shall name the City as also insured.
8. The contractor shall name the City as "Additional Insureds" for Completed Operations for a period of not less than ten (10) years.

#### **F. Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to the City.

#### **G. Verification of Coverage**

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Owner before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### **H. Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**ARTICLE VII. BONDS.** The Contractor shall forthwith furnish in triplicate, a faithful performance bond on the Owner's form in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

**ARTICLE VIII. WARRANTY.** Contractor warrants and guarantees the Work as detailed in the Contract Documents, including but not limited to Contract Specification sections 3-5, 5-23, 6-10, 7-23, and 97-30.

**ARTICLE IX. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE X. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XI. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

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

**ARTICLE XIII. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Kings, subject to transfer of venue under applicable State law.

**ARTICLE XIV. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the City Council.

**ARTICLE XV. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

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

IN WITNESS WHEREOF, they have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Contractor

CITY OF LEMOORE

\_\_\_\_\_  
Don Berry Construction, Inc. Representative

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

By \_\_\_\_\_  
Name and Title

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



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

## Staff Report

**Item No: 3-6**

**To: Lemoore City Council**

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

**Date: November 4, 2021**

**Meeting Date: November 16, 2021**

**Subject: Bid Award – Water Treatment Plant Chemicals**

### Strategic Initiative:

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

### Proposed Motion:

Award the Water Treatment Plant Chemicals to the listed bidders and authorize City Manager, or designee, to sign agreements.

### Subject/Discussion:

The water treatment plant will require new chemicals for the testing phase and operation of the plant. Staff worked with the Design Build Team for the list of chemicals and the approximate yearly consumption to request bids for supplies over a two-year period with option for an additional year upon mutual agreement of all parties. The pricing is a firm fixed one year and the industry has periodic adjustments that may be seen over the three-year period.

The City solicited bids and received six responses on August 2, 2021 at the 2:00 pm bid opening. The following chart list the chemical, company, and the respective bids.

City of Lemoore - Chemical Bid Results						
Price per load						
Chemical/Vendor	Brenntag	Univar Solutions	Olin	Martin Salt	Sulfuric Acid Trading Co.	JCI
Sodium Hydroxide	\$ 8,234.80	\$ 8,091.79	N/A	N/A	N/A	\$ 10,682.10
Sodium Hypochlorite	N/A	\$ 6,262.64	N/A	N/A	N/A	\$ 10,333.57
Sodium Chloride	\$ 6,864.00	N/A	N/A	N/A	N/A	N/A
Sulfuric Acid	N/A	N/A	N/A	N/A	\$ 8,435.48	N/A

The City is recommending awarding contracts to each vendor with the lowest price per load per chemical. Some companies chose not to bid on certain chemicals due to availability and supply.

Awards recommended as follows:

Sulphuric Acid Trading Co- Sulfuric Acid  
Univar Solutions- Sodium Hydroxide and Sodium Hypochlorite  
Brenntag Pacific- Sodium Chloride

**Financial Consideration(s):**

The Water Budget has programmed funding in Fiscal Year 2022 for water treatment plant chemicals.

**Alternatives or Pros/Cons:**

Alternatives: In the event of price increases or termination of contract, City of Lemoore will go back to bid to renew market prices for required chemicals.

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends City Council approve the lowest bidder to obtain chemicals required for water treatment and authorize the City Manager, or designee, to sign the agreements.

**Attachments:**

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

**Review:**

- ☒ Asst. City Manager 11/08/2021
- ☒ City Attorney 11/10/2021
- ☒ City Clerk 11/10/2021
- ☐ City Manager
- ☒ Finance 11/09/2021

## AGREEMENT

THIS AGREEMENT, entered into by and between Brenntag Pacific, Inc. hereinafter referred to as “Contractor”, and the City of Lemoore, hereinafter referred to as “the City,” for water treatment chemical products as specified and accepted within the bid proposal packet documents.

### WITNESSETH:

WHEREAS, the City Council of said City has awarded a contract for chemical product as shown in “Bid Sheet EXHIBIT(s) A” for the Water Treatment Chemicals at STATION 7 and STATION 11 and meeting criteria hereinafter mentioned in accordance with all documents of the bid of said Contractor.

### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

#### A. *SCOPE OF WORK*

The Contractor shall perform all the work, and furnish all product, and all transportation services required to fulfill terms and conditions at the time and in the manner provided in accordance with the Bid, and Specifications for chemical products **at two (2) City Water Treatment Sites (Sta7 and Sta11)** within the City of Lemoore, the items, quantities, services, and compensation for which are set forth in the Contractor’s bid and are made part of this agreement as “Exhibit A”.

#### B. *COMPONENT PARTS*

This Contract shall consist of the following documents (Contract Documents”), each of which is on file in the office of the City Clerk of the City, and all of which are incorporated herein and made a part hereof by reference:

1. This Agreement
2. Notice Inviting Sealed Bids/Request for Proposals
3. Bid Proposal Packet
4. Accepted Bid Proposal
5. Additional Insured Policy(ies)
6. All Licenses and Regulatory Certifications Required

In the event of any inconsistency between this Agreement and any other Contract Document, the terms of this Agreement shall prevail with respect to the performance of services under this Agreement.

#### C. *TIME OF PERFORMANCE*

The Contractor shall begin the process to acquire documents and specified items, as determined by City, and testing and startup timeline of water treatment project after execution of the contract by the City and receipt of the *Notice of Acceptance* from the City.

The City and Contractor will work to provide a mutually beneficial schedule for delivery of initial product during the testing and startup phase of water treatment site(s) and set a separate operational schedule upon completion of the project.



Product delivery shall be expected within the times agreed upon by the parties (as set forth in memo/text form) during testing/startup phase until such time product is required for operational phase. Parties will then jointly determine a product ordering cycle to accommodate product need and to avoid interruption of water treatment plant processing.

***D. TERM OF CONTRACT***

The term of the contract will be for two (2) years with an optional renewal of twelve (12) months upon mutual agreement of all parties.

***E. PAYMENTS***

Payment for services will be made by the City within thirty (30) days to the Contractor after delivery of product. Contractor shall present an invoice for the applicable services and product to Accounts Payable at e-mail address - [ap@lemoore.com](mailto:ap@lemoore.com), or mailed to Lemoore Accounts Payable – 711 W. Cinnamon Dr., Lemoore, CA 93245, in accordance with bid documents. Invoices must be submitted in a timely manner. The City will not pay for services that are invoiced in excess of one (1) year past date of performance; however, payment may be made for services rendered more than one (1) year prior if there is an ongoing dispute between the Parties as to the payment. A monthly statement noting outstanding invoices is required each month from Contractor.

***F. CODE COMPLIANCE***

Contractor shall comply with all applicable agency, local, federal and state requirements for chemical hauling, delivery, handling, labeling and/or usage, including, but not limited to, the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, California Occupational Safety and Health Administration, and American Water Works Associations Standards for Chemicals. Equipment, product, delivery vehicles and personnel shall have all required signage, PPE, equipment, and other related items pertaining to chemical hauling, delivery, handling, labeling and/or usage.

***G. RELATIONSHIP OF PARTIES***

The Contractor, its subcontractors, and their respective officers, associates, agents, volunteers and employees acting to perform the services under this Agreement shall act as independent contractors and not as officers, employees or agents of the City for any purpose. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual or employment relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including, but not limited to, Contractor's employees or subcontractors, and claim or right of action against City. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

***H. ASSIGNMENT***

Any contract resulting from this bid, and any amendments or supplements thereto shall not be assignable by the Contractor either voluntarily or by operation of law without the prior written approval of the City, and shall not become an asset in any bankruptcy receivership or guardianship

proceeding. Such contract shall extend to and be binding upon and insure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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

## ***I. CHANGES***

Changes in this agreement or in the work to be done under this agreement shall be made in writing and approved by both parties. Notwithstanding the foregoing, Contractor may annually adjust its fees under this Agreement, and as specified in the Bid Proposal Packet, to account for the increased cost of labor, equipment, and chemical products, in an amount not to exceed increases in the Annual Consumer Price Index applicable to the services under this Agreement.

## ***J. TERMINATION***

The City and Contractor may terminate this Agreement as provided in the Proposal/Bid Specification Documents and as set forth herein.

1. City may terminate this Agreement for cause at any time after the occurrence of any of the following events, each of which constitutes default:
  - a. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
  - b. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts, and/or a receiver is appointed to take charge of the Contractor's property.
  - c. The Contractor fails to supply skilled personnel, proper materials or necessary equipment to prosecute the Work in accordance with the Contract/Proposal/B Documents.
  - d. The Contractor fails to provide specified materials, service and/or deliveries, so as to endanger performance of the Plant Operations.
  - e. The Contractor disregards legal Chemical Operation requirements of agencies having jurisdiction over chemical hauling, delivery, handling, labeling, licensure, or usage.
  - f. The Contractor abandons or materially fails to meet its obligations in accordance with the Contract/Proposal/Bid Documents.

The City may terminate the Agreement under this paragraph by giving fifteen (15) days' written notice to the Contractor specifying the effective date of termination. No termination or action taken by the City after termination of this Agreement shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents.

2. Either Party may terminate this Agreement at any time by giving sixty (60) days' advance written notice to the other Party, however, the Parties may agree in writing to a shorter notice period.
3. Upon termination of the Agreement, Contractor agrees to discontinue service to the extent specified in the termination notice and place no further orders for chemical product; however, Contractor shall complete all partially performed services in accordance with the terms of the Bid/Proposal Documents.

## ***K. PREVAILING WAGES***

The Parties agree that the services under this Agreement are not subject to state prevailing wage

requirements.

## ***L. TAXES AND LICENSES***

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

## ***M. INDEMNIFICATION AND INSURANCE***

The Contractor will defend, indemnify and hold harmless the City, its governing board, officers, agents, trustees, employees and others as required below and in the Contract Documents and shall provide insurance as follows:

### **1. Indemnification**

Contractor shall defend, indemnify, and hold harmless City and its agents, representatives, officers, consultants, employees, City Council, and councilmembers (collectively, the “City Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to, attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, or its agents, representatives, officers, consultants, employees, or subcontractors in the performance of or failure to perform Contractor’s obligations under this Agreement, including, but not limited to Contractor’s use of and access to the City Water Treatment Sites, Contractor’s performance of the Services, or for injury to or death of persons or damage to property or delay or damage to the City or the City Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this paragraph includes, without limitation to the foregoing, claims that may be made against City by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against City alleging civil rights violations by Contractor under the California Fair Employment and Housing Act (“FEHA”).

### **2. Insurance Requirements**

Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work/service hereunder by the Contractor, or its agents, representatives, employees, or subcontractors.

### **3. Minimum Scope of Insurance**

In addition to the requirements of the contract documents, coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage as mandated by industry standards, DOT and OSHA requirements.
- ii. Insurance Services Office Form covering Automobile Liability, any truck. Commercial

Liability for delivery services.

- iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Minimum Limits of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, Contractor shall maintain limits no less than:

*General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

*Automobile Liability:* \$2,000,000 per accident for bodily injury and property damage.

5. Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. Other Insurance Provisions

The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

For any claims related to services under this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the City.

During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses in regard to materials, supplies or equipment to be used in the work.

The contractor shall name the City as “Additional Insureds” for Completed Operations for a period of not less than three (3) years.

7. Acceptability of Insurers

Insurance is to be placed with insurers licensed to operate and acceptable to the City.

8. Verification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, and inclusive of licenses, permits and certifications.

9. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein inclusive of licenses, permits and certifications.

**N. *LIABILITY OF CITY***

Notwithstanding anything stated herein to the contrary, City shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

**O. *ATTORNEY'S FEES***

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

**P. *AMENDMENTS***

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

**Q. *DAMAGES***

Contractor shall be responsible for all damage to or loss associated with City infrastructure, the Water Treatment Sites, City equipment, City personnel or chemical product arising out of or related to any act, error, omission, negligence, or willful misconduct of Contractor, or its agents, representatives, officers, consultants, employees, or subcontractors. Damage caused by Contractor's truck, tanker, equipment, employees or subcontractors to the functionality of Water Treatment Sites, and/or property of Lemoore must be promptly repaired and restored to the pre-

existing condition by the Contractor at no cost to the City of Lemoore. The Contractor is responsible for making these repairs pursuant to any permits or licenses that may be required. In the event the Contractor fails to take corrective action immediately following actual notice or notification by City, the City reserves the right to repair any and all damage, the cost of which shall be paid by Contractor. Contractor shall additionally be responsible for any loss resulting from delays in performance of the services under this Agreement as a result of any act, error, omission, negligence, or willful misconduct of Contractor, or agents, representatives, officers, consultants, employees, or subcontractors.

**R. WRITTEN NOTICE**

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

**S. BINDING EFFECT**

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

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
*Contractor*

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

(Seal of Corporation) Title: \_\_\_\_\_

CITY OF LEMOORE

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

By: \_\_\_\_\_  
*City Manager*

Attest: \_\_\_\_\_  
*City Clerk*

## CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_, Secretary of the Corporation named as CONTRACTOR in the  
forgoing agreement; that \_\_\_\_\_, who signed said agreement on behalf  
of CONTRACTOR was then \_\_\_\_\_ of said corporation, and that said agreement was  
duly signed for and in behalf of said corporation by authority of its governing body and is within the scope  
of its corporate powers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

**(CORPORATE SEAL)**



**CERTIFICATE OF INSURANCE**  
**TO**  
**CITY OF LEMOORE**  
**Lemoore, California**

Other Forms may be used  
but must contain the  
following information

This certifies to the City that the following described policies have been issued to the insured named below and are in force at this time.

Insured \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

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

_____ <i>Insurance Agency or Brokerage</i>			_____ <i>Insurance Company</i>	
_____ <i>Address</i>			_____ <i>Home Office</i>	
_____ <i>City</i>	_____ <i>State</i>	_____ <i>Zip</i>	_____ <i>Authorized Signature</i>	
_____ <i>Name of Person to be contacted</i>			_____ <i>Date</i>	
_____ <i>Telephone</i>				

Note: Authorized signature may be agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.





<b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT</b> <b>FOR <u>CITY OF LEMOORE</u> (the "Entity")</b>		<b>SUBMIT FORM OR LIKE WITH ALL REQUIRED INFORMATION</b>	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
PRODUCER	<b>POLICY INFORMATION:</b> Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____  <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____		
NAMED INSURED	<b>APPLICABILITY:</b> This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: <b>ENTITY AGREEMENTS/PERMITS</b>		
<b>TYPE OF INSURANCE</b>	<input type="checkbox"/> Commercial Auto Policy <input type="checkbox"/> Business Auto Policy <input type="checkbox"/> Other _____		
<b>LIMIT OF LIABILITY</b>	<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____  Telephone: (_____) _____		
\$ _____ per accident, for bodily injury and property damage. <b>LOSS ADJUSTMENT EXPENSE</b> <input type="checkbox"/> INCLUDED IN LIMITS <input type="checkbox"/> IN ADDITION TO LIMITS			
In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. <b>INSURED.</b> The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to damages and defense of suits arising from the ownership, operations, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, for which the Named Insured is responsible. 2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy shall: a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. <b>CANCELLATION NOTICE.</b> With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity. 4. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office form number CA 0001 (Ed. 6/92), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.			
<b>ENDORSEMENT HOLDER</b>			
ENTITY  <b>CITY OF LEMOORE</b> <b>711 W. CINNAMON DRIVE</b> <b>LEMOORE, CA 93245</b>  <b>Attention: City Manager/Water</b>	<b>AUTHORIZED REPRESENTATIVE</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____  I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.  <b>Signature</b> _____ <b>(original signature required)</b>  Telephone ( ) _____ Date Signed _____		

## **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

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

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

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

---

Name of Company

---

Signature

---

Print Name

---

Date

## NOTICE OF AWARD

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

PROJECT Description:

### **CITY OF LEMOORE CHEMICAL PRODUCT SUPPLY FOR WATER TREATMENT PROJECT AT SITE 7 AND SITE 11**

The CITY has considered the QUOTE(S) submitted by you for the above described CHEMICAL PRODUCTS in response to its Advertisement for BIDS dated \_\_\_\_\_. You are hereby notified that your BID has been accepted for items as shown on Exhibit A of Bid Packet and herein incorporated.

You are required by the Request for Quotes to execute an Agreement Statement and furnish the required certificates of insurance within thirty (30) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within fifteen (15) days from the date of this Notice, CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your BID as abandoned and the CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2021.

Owner City of Lemoore

By \_\_\_\_\_ Title Public Works Director  
Frank Rivera

### **ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_  
(Contractor)

Dated this, the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_



## CHEMICAL BID SHEET - SODIUM CHLORIDE

The undersigned declares that they have carefully examined / understands the location of the proposed work, that they have carefully examined the requirements of the proposed CHEMICAL(s) specifications / properties and hereby proposes to furnish all necessary permits, license and insurance to provide the chemicals and delivery service as stated in accordance with the said proposal requirements, for the prices listed below:

Name of Vendor Brenntag Pacific, Inc. Phone # 562 903-9626

Business Address 10747 Patterson Place Santa Fe Springs, CA 90670

Contact Name Laura Tua Phone # 562 903-9626

E-Mail Address ltua@brenntag.com

All prices are - Per Gallon Cost. \* Taxes / Fees are for anything other than State, County, Local taxes

Product	Chemical	Delivery Tons for Pricing	Price per TON	SUBTOTAL	Mill Fee	Taxes / Fees *	Delivery /Freight	Fuel Surcharge	TOTAL PRICE PER LOAD
Sodium Chloride	NaCl - 100%	20 Tons	\$ 320.00	\$ 320.00	\$ 0.00	\$ 23.20	\$ 0.00	\$ 0.00	\$ 6,864.00

Taxed at Rate 7.25% City of Lemoore Tax Rate @ 7.25% Is Chemical Taxable? Yes      No     

Written "TOTAL PRICE PER LOAD" six thousand eight hundred sixty four

Comments / Notes: 20 ton min order. Contractor may annually adjust its fees under this Agreement.

Bidder Signature:  Date: August 05, 2021

For all non-submittal bid sheets: complete Vendor Name and write N/A across face of sheet, and return in bid packet.

## AGREEMENT

THIS AGREEMENT, entered into by and between Sulphuric Acid Trading Company, Inc. hereinafter referred to as “Contractor”, and the City of Lemoore, hereinafter referred to as “the City,” for water treatment chemical products as specified and accepted within the bid proposal packet documents.

### WITNESSETH:

WHEREAS, the City Council of said City has awarded a contract for chemical product as shown in “Bid Sheet EXHIBIT(s) A” for the Water Treatment Chemicals at STATION 7 and STATION 11 and meeting criteria hereinafter mentioned in accordance with all documents of the bid of said Contractor.

### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

#### A. *SCOPE OF WORK*

The Contractor shall perform all the work, and furnish all product, and all transportation services required to fulfill terms and conditions at the time and in the manner provided in accordance with the Bid, and Specifications for chemical products **at two (2) City Water Treatment Sites (Sta7 and Sta11)** within the City of Lemoore, the items, quantities, services, and compensation for which are set forth in the Contractor’s bid and are made part of this agreement as “Exhibit A”.

#### B. *COMPONENT PARTS*

This Contract shall consist of the following documents (Contract Documents”), each of which is on file in the office of the City Clerk of the City, and all of which are incorporated herein and made a part hereof by reference:

1. This Agreement
2. Notice Inviting Sealed Bids/Request for Proposals
3. Bid Proposal Packet
4. Accepted Bid Proposal
5. Additional Insured Policy(ies)
6. All Licenses and Regulatory Certifications Required

In the event of any inconsistency between this Agreement and any other Contract Document, the terms of this Agreement shall prevail with respect to the performance of services under this Agreement.

#### C. *TIME OF PERFORMANCE*

The Contractor shall begin the process to acquire documents and specified items, as determined by City, and testing and startup timeline of water treatment project after execution of the contract by the City and receipt of the *Notice of Acceptance* from the City.

The City and Contractor will work to provide a mutually beneficial schedule for delivery of initial product during the testing and startup phase of water treatment site(s) and set a separate operational schedule upon completion of the project.

Product delivery shall be expected within the times agreed upon by the parties (as set forth in memo/text form) during testing/startup phase until such time product is required for operational phase. Parties will then jointly determine a product ordering cycle to accommodate product need and to avoid interruption of water treatment plant processing.

***D. TERM OF CONTRACT***

The term of the contract will be for two (2) years with an optional renewal of twelve (12) months upon mutual agreement of all parties.

***E. PAYMENTS***

Payment for services will be made by the City within thirty (30) days to the Contractor after delivery of product. Contractor shall present an invoice for the applicable services and product to Accounts Payable at e-mail address - [ap@lemoore.com](mailto:ap@lemoore.com), or mailed to Lemoore Accounts Payable – 711 W. Cinnamon Dr., Lemoore, CA 93245, in accordance with bid documents. Invoices must be submitted in a timely manner. The City will not pay for services that are invoiced in excess of one (1) year past date of performance; however, payment may be made for services rendered more than one (1) year prior if there is an ongoing dispute between the Parties as to the payment. A monthly statement noting outstanding invoices is required each month from Contractor.

***F. CODE COMPLIANCE***

Contractor shall comply with all applicable agency, local, federal and state requirements for chemical hauling, delivery, handling, labeling and/or usage, including, but not limited to, the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, California Occupational Safety and Health Administration, and American Water Works Associations Standards for Chemicals. Equipment, product, delivery vehicles and personnel shall have all required signage, PPE, equipment, and other related items pertaining to chemical hauling, delivery, handling, labeling and/or usage.

***G. RELATIONSHIP OF PARTIES***

The Contractor, its subcontractors, and their respective officers, associates, agents, volunteers and employees acting to perform the services under this Agreement shall act as independent contractors and not as officers, employees or agents of the City for any purpose. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual or employment relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including, but not limited to, Contractor's employees or subcontractors, and claim or right of action against City. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

***H. ASSIGNMENT***

Any contract resulting from this bid, and any amendments or supplements thereto shall not be assignable by the Contractor either voluntarily or by operation of law without the prior written approval of the City, and shall not become an asset in any bankruptcy receivership or guardianship

proceeding. Such contract shall extend to and be binding upon and insure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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

## ***I. CHANGES***

Changes in this agreement or in the work to be done under this agreement shall be made in writing and approved by both parties. Notwithstanding the foregoing, Contractor may annually adjust its fees under this Agreement, and as specified in the Bid Proposal Packet, to account for the increased cost of labor, equipment, and chemical products, in an amount not to exceed increases in the Annual Consumer Price Index applicable to the services under this Agreement.

## ***J. TERMINATION***

The City and Contractor may terminate this Agreement as provided in the Proposal/Bid Specification Documents and as set forth herein.

1. City may terminate this Agreement for cause at any time after the occurrence of any of the following events, each of which constitutes default:
  - a. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
  - b. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts, and/or a receiver is appointed to take charge of the Contractor's property.
  - c. The Contractor fails to supply skilled personnel, proper materials or necessary equipment to prosecute the Work in accordance with the Contract/Proposal/B Documents.
  - d. The Contractor fails to provide specified materials, service and/or deliveries, so as to endanger performance of the Plant Operations.
  - e. The Contractor disregards legal Chemical Operation requirements of agencies having jurisdiction over chemical hauling, delivery, handling, labeling, licensure, or usage.
  - f. The Contractor abandons or materially fails to meet its obligations in accordance with the Contract/Proposal/Bid Documents.

The City may terminate the Agreement under this paragraph by giving fifteen (15) days' written notice to the Contractor specifying the effective date of termination. No termination or action taken by the City after termination of this Agreement shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents.

2. Either Party may terminate this Agreement at any time by giving sixty (60) days' advance written notice to the other Party, however, the Parties may agree in writing to a shorter notice period.
3. Upon termination of the Agreement, Contractor agrees to discontinue service to the extent specified in the termination notice and place no further orders for chemical product; however, Contractor shall complete all partially performed services in accordance with the terms of the Bid/Proposal Documents.

## ***K. PREVAILING WAGES***

The Parties agree that the services under this Agreement are not subject to state prevailing wage

requirements.

***L. TAXES AND LICENSES***

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

***M. INDEMNIFICATION AND INSURANCE***

The Contractor will defend, indemnify and hold harmless the City, its governing board, officers, agents, trustees, employees and others as required below and in the Contract Documents and shall provide insurance as follows:

***1. Indemnification***

Contractor shall defend, indemnify, and hold harmless City and its agents, representatives, officers, consultants, employees, City Council, and councilmembers (collectively, the “City Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to, attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, or its agents, representatives, officers, consultants, employees, or subcontractors in the performance of or failure to perform Contractor’s obligations under this Agreement, including, but not limited to Contractor’s use of and access to the City Water Treatment Sites, Contractor’s performance of the Services, or for injury to or death of persons or damage to property or delay or damage to the City or the City Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this paragraph includes, without limitation to the foregoing, claims that may be made against City by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against City alleging civil rights violations by Contractor under the California Fair Employment and Housing Act (“FEHA”).

***2. Insurance Requirements***

Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work/service hereunder by the Contractor, or its agents, representatives, employees, or subcontractors.

***3. Minimum Scope of Insurance***

In addition to the requirements of the contract documents, coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage as mandated by industry standards, DOT and OSHA requirements.
- ii. Insurance Services Office Form covering Automobile Liability, any truck. Commercial

Liability for delivery services.

- iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Minimum Limits of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, Contractor shall maintain limits no less than:

*General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

*Automobile Liability:* \$2,000,000 per accident for bodily injury and property damage.

5. Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. Other Insurance Provisions

The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

For any claims related to services under this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the City.

During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses in regard to materials, supplies or equipment to be used in the work.



The contractor shall name the City as “Additional Insureds” for Completed Operations for a period of not less than three (3) years.

7. Acceptability of Insurers

Insurance is to be placed with insurers licensed to operate and acceptable to the City.

8. Verification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, and inclusive of licenses, permits and certifications.

9. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein inclusive of licenses, permits and certifications.

**N. *LIABILITY OF CITY***

Notwithstanding anything stated herein to the contrary, City shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

**O. *ATTORNEY'S FEES***

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

**P. *AMENDMENTS***

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

**Q. *DAMAGES***

Contractor shall be responsible for all damage to or loss associated with City infrastructure, the Water Treatment Sites, City equipment, City personnel or chemical product arising out of or related to any act, error, omission, negligence, or willful misconduct of Contractor, or its agents, representatives, officers, consultants, employees, or subcontractors. Damage caused by Contractor's truck, tanker, equipment, employees or subcontractors to the functionality of Water Treatment Sites, and/or property of Lemoore must be promptly repaired and restored to the pre-



existing condition by the Contractor at no cost to the City of Lemoore. The Contractor is responsible for making these repairs pursuant to any permits or licenses that may be required. In the event the Contractor fails to take corrective action immediately following actual notice or notification by City, the City reserves the right to repair any and all damage, the cost of which shall be paid by Contractor. Contractor shall additionally be responsible for any loss resulting from delays in performance of the services under this Agreement as a result of any act, error, omission, negligence, or willful misconduct of Contractor, or agents, representatives, officers, consultants, employees, or subcontractors.

**R. WRITTEN NOTICE**

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

**S. BINDING EFFECT**

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

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
*Contractor*

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

(Seal of Corporation)

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

CITY OF LEMOORE

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

By: \_\_\_\_\_  
*City Manager*

Attest: \_\_\_\_\_  
*City Clerk*

## CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_, Secretary of the Corporation named as CONTRACTOR in the  
forgoing agreement; that \_\_\_\_\_, who signed said agreement on behalf  
of CONTRACTOR was then \_\_\_\_\_ of said corporation, and that said agreement was  
duly signed for and in behalf of said corporation by authority of its governing body and is within the scope  
of its corporate powers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

**(CORPORATE SEAL)**

**CERTIFICATE OF INSURANCE**  
**TO**  
**CITY OF LEMOORE**  
**Lemoore, California**

Other Forms may be used  
but must contain the  
following information

This certifies to the City that the following described policies have been issued to the insured named below and are in force at this time.

Insured \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

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

<i>Insurance Agency or Brokerage</i>	<i>Insurance Company</i>
<i>Address</i>	<i>Home Office</i>
<i>City</i> <i>State</i> <i>Zip</i>	<i>Authorized Signature</i> <i>Date</i>
<i>Name of Person to be contacted</i>	
<i>Telephone</i>	

Note: Authorized signature may be agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.





<b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT</b> <b>FOR <u>CITY OF LEMOORE</u> (the "Entity")</b>		<b>SUBMIT FORM OR LIKE WITH ALL REQUIRED INFORMATION</b>	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
PRODUCER	<b>POLICY INFORMATION:</b> Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____  <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____		
NAMED INSURED	<b>APPLICABILITY:</b> This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: <b>ENTITY AGREEMENTS/PERMITS</b>		
<b>TYPE OF INSURANCE</b>	<input type="checkbox"/> Commercial Auto Policy <input type="checkbox"/> Business Auto Policy <input type="checkbox"/> Other _____		
<b>LIMIT OF LIABILITY</b>	<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____  Telephone: (_____) _____		
\$ _____ per accident, for bodily injury and property damage. <b>LOSS ADJUSTMENT EXPENSE</b> <input type="checkbox"/> INCLUDED IN LIMITS <input type="checkbox"/> IN ADDITION TO LIMITS			
In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. <b>INSURED.</b> The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to damages and defense of suits arising from the ownership, operations, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, for which the Named Insured is responsible. 2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy shall: a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. <b>CANCELLATION NOTICE.</b> With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity. 4. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office form number CA 0001 (Ed. 6/92), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.			
<b>ENDORSEMENT HOLDER</b>			
ENTITY  <b>CITY OF LEMOORE</b> <b>711 W. CINNAMON DRIVE</b> <b>LEMOORE, CA 93245</b>  <b>Attention: City Manager/Water</b>	<b>AUTHORIZED REPRESENTATIVE</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____  I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.  <b>Signature</b> _____ <b>(original signature required)</b>  Telephone ( ) _____ Date Signed _____		



## **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

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

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

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

---

Name of Company

---

Signature

---

Print Name

---

Date

## NOTICE OF AWARD

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

PROJECT Description:

### **CITY OF LEMOORE CHEMICAL PRODUCT SUPPLY FOR WATER TREATMENT PROJECT AT SITE 7 AND SITE 11**

The CITY has considered the QUOTE(S) submitted by you for the above described CHEMICAL PRODUCTS in response to its Advertisement for BIDS dated \_\_\_\_\_. You are hereby notified that your BID has been accepted for items as shown on Exhibit A of Bid Packet and herein incorporated.

You are required by the Request for Quotes to execute an Agreement Statement and furnish the required certificates of insurance within thirty (30) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within fifteen (15) days from the date of this Notice, CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your BID as abandoned and the CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2021.

Owner City of Lemoore

By \_\_\_\_\_ Title Public Works Director  
Frank Rivera

### **ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_  
(Contractor)

Dated this, the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_

## CHEMICAL BID SHEET – SULFURIC ACID

The undersigned declares that they have carefully examined / understands the location of the proposed work, that they have carefully examined the requirements of the proposed CHEMICAL(s) specifications / properties and hereby proposes to furnish all necessary permits, license and insurance to provide the chemicals and delivery service as stated in accordance with the said proposal requirements, for the prices listed below:

Name of Vendor Sulphuric Acid Trading Company, Inc. Phone # (813) 225-2000

Business Address 3710 Corporex Park Drive, Suite 205, Tampa FL 33619

Contact Name Brent Shonka Phone # (813)225-2000

E-Mail Address satco@satcoinc.net

All prices are - Per Gallon Cost. \* Taxes / Fees are for anything other than State, County, Local taxes

Product	Chemical	Delivery Gallons for Pricing	Price per Gallon	SUBTOTAL	Mill Fee	Taxes / Fees *	Delivery / Freight	Fuel Surcharge	TOTAL PRICE PER LOAD
Sulfuric Acid	H <sub>2</sub> SO <sub>4</sub> – 93%	3,000	\$ 2.19555	\$ 6,586.65	\$ N/A	\$ 477.53	\$ 1,050.00	\$ 321.30* *FSC changes monthly	\$ 8,435.48

Taxed at Rate 7.25% City of Lemoore Tax Rate @ 7.25% Is Chemical Taxable? Yes No  
If you have a resale certificate or tax exempt form.

Written "TOTAL PRICE PER LOAD" Eight thousand four hundred and thirty five dollars and forty eight cents

Comments / Notes: Price would be firm for year one; 2nd contract year is to be mutually agreed upon. Fuel surcharge will be billed as an additional line item and can adjust each month. Delivery is based on a 24 ton minimum; split load charges are \$100.00.

Bidder Signature: Brent Shonka Date: August 5, 2021

For all non-submittal bid sheets: complete Vendor Name and write N/A across face of sheet, and return in bid packet.

## AGREEMENT

THIS AGREEMENT, entered into by and between Univar Solutions USA Inc. hereinafter referred to as “Contractor”, and the City of Lemoore, hereinafter referred to as “the City,” for water treatment chemical products as specified and accepted within the bid proposal packet documents.

### WITNESSETH:

WHEREAS, the City Council of said City has awarded a contract for chemical product as shown in “Bid Sheet EXHIBIT(s) A” for the Water Treatment Chemicals at STATION 7 and STATION 11 and meeting criteria hereinafter mentioned in accordance with all documents of the bid of said Contractor.

### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

#### A. *SCOPE OF WORK*

The Contractor shall perform all the work, and furnish all product, and all transportation services required to fulfill terms and conditions at the time and in the manner provided in accordance with the Bid, and Specifications for chemical products **at two (2) City Water Treatment Sites (Sta7 and Sta11)** within the City of Lemoore, the items, quantities, services, and compensation for which are set forth in the Contractor’s bid and are made part of this agreement as “Exhibit A”.

#### B. *COMPONENT PARTS*

This Contract shall consist of the following documents (Contract Documents”), each of which is on file in the office of the City Clerk of the City, and all of which are incorporated herein and made a part hereof by reference:

1. This Agreement
2. Notice Inviting Sealed Bids/Request for Proposals
3. Bid Proposal Packet
4. Accepted Bid Proposal
5. Additional Insured Policy(ies)
6. All Licenses and Regulatory Certifications Required

In the event of any inconsistency between this Agreement and any other Contract Document, the terms of this Agreement shall prevail with respect to the performance of services under this Agreement.

#### C. *TIME OF PERFORMANCE*

The Contractor shall begin the process to acquire documents and specified items, as determined by City, and testing and startup timeline of water treatment project after execution of the contract by the City and receipt of the *Notice of Acceptance* from the City.

The City and Contractor will work to provide a mutually beneficial schedule for delivery of initial product during the testing and startup phase of water treatment site(s) and set a separate operational schedule upon completion of the project.

Product delivery shall be expected within the times agreed upon by the parties (as set forth in memo/text form) during testing/startup phase until such time product is required for operational phase. Parties will then jointly determine a product ordering cycle to accommodate product need and to avoid interruption of water treatment plant processing.

***D. TERM OF CONTRACT***

The term of the contract will be for two (2) years with an optional renewal of twelve (12) months upon mutual agreement of all parties.

***E. PAYMENTS***

Payment for services will be made by the City within thirty (30) days to the Contractor after delivery of product. Contractor shall present an invoice for the applicable services and product to Accounts Payable at e-mail address - [ap@lemoore.com](mailto:ap@lemoore.com), or mailed to Lemoore Accounts Payable – 711 W. Cinnamon Dr., Lemoore, CA 93245, in accordance with bid documents. Invoices must be submitted in a timely manner. The City will not pay for services that are invoiced in excess of one (1) year past date of performance; however, payment may be made for services rendered more than one (1) year prior if there is an ongoing dispute between the Parties as to the payment. A monthly statement noting outstanding invoices is required each month from Contractor.

***F. CODE COMPLIANCE***

Contractor shall comply with all applicable agency, local, federal and state requirements for chemical hauling, delivery, handling, labeling and/or usage, including, but not limited to, the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, California Occupational Safety and Health Administration, and American Water Works Associations Standards for Chemicals. Equipment, product, delivery vehicles and personnel shall have all required signage, PPE, equipment, and other related items pertaining to chemical hauling, delivery, handling, labeling and/or usage.

***G. RELATIONSHIP OF PARTIES***

The Contractor, its subcontractors, and their respective officers, associates, agents, volunteers and employees acting to perform the services under this Agreement shall act as independent contractors and not as officers, employees or agents of the City for any purpose. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual or employment relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including, but not limited to, Contractor's employees or subcontractors, and claim or right of action against City. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

***H. ASSIGNMENT***

Any contract resulting from this bid, and any amendments or supplements thereto shall not be assignable by the Contractor either voluntarily or by operation of law without the prior written approval of the City, and shall not become an asset in any bankruptcy receivership or guardianship

proceeding. Such contract shall extend to and be binding upon and insure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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

## ***I. CHANGES***

Changes in this agreement or in the work to be done under this agreement shall be made in writing and approved by both parties. Notwithstanding the foregoing, Contractor may annually adjust its fees under this Agreement, and as specified in the Bid Proposal Packet, to account for the increased cost of labor, equipment, and chemical products, in an amount not to exceed increases in the Annual Consumer Price Index applicable to the services under this Agreement.

## ***J. TERMINATION***

The City and Contractor may terminate this Agreement as provided in the Proposal/Bid Specification Documents and as set forth herein.

1. City may terminate this Agreement for cause at any time after the occurrence of any of the following events, each of which constitutes default:
  - a. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
  - b. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts, and/or a receiver is appointed to take charge of the Contractor's property.
  - c. The Contractor fails to supply skilled personnel, proper materials or necessary equipment to prosecute the Work in accordance with the Contract/Proposal/B Documents.
  - d. The Contractor fails to provide specified materials, service and/or deliveries, so as to endanger performance of the Plant Operations.
  - e. The Contractor disregards legal Chemical Operation requirements of agencies having jurisdiction over chemical hauling, delivery, handling, labeling, licensure, or usage.
  - f. The Contractor abandons or materially fails to meet its obligations in accordance with the Contract/Proposal/Bid Documents.

The City may terminate the Agreement under this paragraph by giving fifteen (15) days' written notice to the Contractor specifying the effective date of termination. No termination or action taken by the City after termination of this Agreement shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents.

2. Either Party may terminate this Agreement at any time by giving sixty (60) days' advance written notice to the other Party, however, the Parties may agree in writing to a shorter notice period.
3. Upon termination of the Agreement, Contractor agrees to discontinue service to the extent specified in the termination notice and place no further orders for chemical product; however, Contractor shall complete all partially performed services in accordance with the terms of the Bid/Proposal Documents.

## ***K. PREVAILING WAGES***

The Parties agree that the services under this Agreement are not subject to state prevailing wage



requirements.

#### ***L. TAXES AND LICENSES***

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

#### ***M. INDEMNIFICATION AND INSURANCE***

The Contractor will defend, indemnify and hold harmless the City, its governing board, officers, agents, trustees, employees and others as required below and in the Contract Documents and shall provide insurance as follows:

##### **1. Indemnification**

Contractor shall defend, indemnify, and hold harmless City and its agents, representatives, officers, consultants, employees, City Council, and councilmembers (collectively, the “City Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to, attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, or its agents, representatives, officers, consultants, employees, or subcontractors in the performance of or failure to perform Contractor’s obligations under this Agreement, including, but not limited to Contractor’s use of and access to the City Water Treatment Sites, Contractor’s performance of the Services, or for injury to or death of persons or damage to property or delay or damage to the City or the City Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this paragraph includes, without limitation to the foregoing, claims that may be made against City by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against City alleging civil rights violations by Contractor under the California Fair Employment and Housing Act (“FEHA”).

##### **2. Insurance Requirements**

Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work/service hereunder by the Contractor, or its agents, representatives, employees, or subcontractors.

##### **3. Minimum Scope of Insurance**

In addition to the requirements of the contract documents, coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage as mandated by industry standards, DOT and OSHA requirements.
- ii. Insurance Services Office Form covering Automobile Liability, any truck. Commercial

Liability for delivery services.

- iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Minimum Limits of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, Contractor shall maintain limits no less than:

*General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

*Automobile Liability:* \$2,000,000 per accident for bodily injury and property damage.

5. Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. Other Insurance Provisions

The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

For any claims related to services under this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the City.

During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses in regard to materials, supplies or equipment to be used in the work.



The contractor shall name the City as “Additional Insureds” for Completed Operations for a period of not less than three (3) years.

7. Acceptability of Insurers

Insurance is to be placed with insurers licensed to operate and acceptable to the City.

8. Verification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, and inclusive of licenses, permits and certifications.

9. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein inclusive of licenses, permits and certifications.

**N. *LIABILITY OF CITY***

Notwithstanding anything stated herein to the contrary, City shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

**O. *ATTORNEY'S FEES***

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

**P. *AMENDMENTS***

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

**Q. *DAMAGES***

Contractor shall be responsible for all damage to or loss associated with City infrastructure, the Water Treatment Sites, City equipment, City personnel or chemical product arising out of or related to any act, error, omission, negligence, or willful misconduct of Contractor, or its agents, representatives, officers, consultants, employees, or subcontractors. Damage caused by Contractor's truck, tanker, equipment, employees or subcontractors to the functionality of Water Treatment Sites, and/or property of Lemoore must be promptly repaired and restored to the pre-

existing condition by the Contractor at no cost to the City of Lemoore. The Contractor is responsible for making these repairs pursuant to any permits or licenses that may be required. In the event the Contractor fails to take corrective action immediately following actual notice or notification by City, the City reserves the right to repair any and all damage, the cost of which shall be paid by Contractor. Contractor shall additionally be responsible for any loss resulting from delays in performance of the services under this Agreement as a result of any act, error, omission, negligence, or willful misconduct of Contractor, or agents, representatives, officers, consultants, employees, or subcontractors.

**R. WRITTEN NOTICE**

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

**S. BINDING EFFECT**

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

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
*Contractor*

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

(Seal of Corporation)

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

CITY OF LEMOORE

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

By: \_\_\_\_\_  
*City Manager*

Attest: \_\_\_\_\_  
*City Clerk*

## **CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_, Secretary of the Corporation named as CONTRACTOR in the  
forgoing agreement; that \_\_\_\_\_, who signed said agreement on behalf  
of CONTRACTOR was then \_\_\_\_\_ of said corporation, and that said agreement was  
duly signed for and in behalf of said corporation by authority of its governing body and is within the scope  
of its corporate powers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

**(CORPORATE SEAL)**

**CERTIFICATE OF INSURANCE**  
**TO**  
**CITY OF LEMOORE**  
**Lemoore, California**

Other Forms may be used  
but must contain the  
following information

This certifies to the City that the following described policies have been issued to the insured named below and are in force at this time.

Insured \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

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

_____ <i>Insurance Agency or Brokerage</i>			_____ <i>Insurance Company</i>	
_____ <i>Address</i>			_____ <i>Home Office</i>	
_____ <i>City</i>	_____ <i>State</i>	_____ <i>Zip</i>	_____ <i>Authorized Signature</i>	
_____ <i>Name of Person to be contacted</i>			_____ <i>Date</i>	
_____ <i>Telephone</i>				

Note: Authorized signature may be agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.





<b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT</b> <b>FOR <u>CITY OF LEMOORE</u> (the "Entity")</b>		<b>SUBMIT FORM OR LIKE WITH ALL REQUIRED INFORMATION</b>	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
PRODUCER	<b>POLICY INFORMATION:</b> Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____  <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____		
NAMED INSURED	<b>APPLICABILITY:</b> This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: <b>ENTITY AGREEMENTS/PERMITS</b>		
<b>TYPE OF INSURANCE</b>	<input type="checkbox"/> Commercial Auto Policy <input type="checkbox"/> Business Auto Policy <input type="checkbox"/> Other _____		
<b>LIMIT OF LIABILITY</b>	<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____  Telephone: (_____) _____		
\$ _____ per accident, for bodily injury and property damage. <b>LOSS ADJUSTMENT EXPENSE</b> <input type="checkbox"/> INCLUDED IN LIMITS <input type="checkbox"/> IN ADDITION TO LIMITS			
In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. <b>INSURED.</b> The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to damages and defense of suits arising from the ownership, operations, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, for which the Named Insured is responsible. 2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy shall: a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. <b>CANCELLATION NOTICE.</b> With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity. 4. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office form number CA 0001 (Ed. 6/92), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.			
<b>ENDORSEMENT HOLDER</b>			
ENTITY  <b>CITY OF LEMOORE</b> <b>711 W. CINNAMON DRIVE</b> <b>LEMOORE, CA 93245</b>  <b>Attention: City Manager/Water</b>	<b>AUTHORIZED REPRESENTATIVE</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____  I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.  <b>Signature</b> _____ <b>(original signature required)</b>  Telephone (_____) _____ Date Signed _____		



## **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

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

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

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

---

Name of Company

---

Signature

---

Print Name

---

Date

## NOTICE OF AWARD

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

PROJECT Description:

### **CITY OF LEMOORE CHEMICAL PRODUCT SUPPLY FOR WATER TREATMENT PROJECT AT SITE 7 AND SITE 11**

The CITY has considered the QUOTE(S) submitted by you for the above described CHEMICAL PRODUCTS in response to its Advertisement for BIDS dated \_\_\_\_\_. You are hereby notified that your BID has been accepted for items as shown on Exhibit A of Bid Packet and herein incorporated.

You are required by the Request for Quotes to execute an Agreement Statement and furnish the required certificates of insurance within thirty (30) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within fifteen (15) days from the date of this Notice, CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your BID as abandoned and the CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2021.

Owner City of Lemoore

By \_\_\_\_\_ Title Public Works Director  
Frank Rivera

### **ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_  
(Contractor)

Dated this, the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_

## CHEMICAL BID SHEET – SODIUM HYDROXIDE

The undersigned declares that they have carefully examined / understands the location of the proposed work, that they have carefully examined the requirements of the proposed CHEMICAL(s) specifications / properties and hereby proposes to furnish all necessary permits, license and insurance to provide the chemicals and delivery service as stated in accordance with the said proposal requirements, for the prices listed below:

Name of Vendor Univar Solutions USA Inc. Phone # 800-659-5508  
 Business Address 8201 S. 212th St., Kent, WA 98032  
 Contact Name Jennifer Perros Phone # 253-872-5040  
 E-Mail Address Jennifer.Perros@univarsolutions.com

All prices are - Per Gallon Cost.

\* Taxes / Fees are for anything other than State, County, Local taxes

Product	Chemical	Delivery Gallons for Pricing	Price per Gallon	SUBTOTAL	Mill Fee	Taxes / Fees * <sup>depends on city</sup>	Delivery / Freight	Fuel Surcharge	TOTAL PRICE PER LOAD
Sodium Hydroxide	NaOH – 50%	4,000	\$1.8862	\$7,544.80	N/A	\$546.99	\$Incl.	\$Incl.	\$8,091.79

Taxed at Rate 7.25%

City of Lemoore Tax Rate @ 7.25%

Is Chemical Taxable? Yes \_\_\_ No \_\_\_

Written "TOTAL PRICE PER LOAD" Eight thousand, ninety-one dollars, and ninety-nine cents

Comments / Notes: taxable depends on city, that is not up to Univar. Price firm for one year.

Bidder Signature: [Signature] Date: 7/26/2021

## CHEMICAL BID SHEET – SODIUM HYPOCHLORITE

The undersigned declares that they have carefully examined / understands the location of the proposed work, that they have carefully examined the requirements of the proposed CHEMICAL(s) specifications / properties and hereby proposes to furnish all necessary permits, license and insurance to provide the chemicals and delivery service as stated in accordance with the said proposal requirements, for the prices listed below:

Name of Vendor Univar Solutions USA Inc. Phone # 866-659-5908  
 Business Address 8201 S. 212th St., Kent, WA 98032  
 Contact Name Jennifer M. Perras Phone # 253-872-5340  
 E-Mail Address Jennifer.Perras@univarsolutions.com

All prices are - Per Gallon Cost. \* Taxes / Fees are for anything other than State, County, Local taxes

Product	Chemical	Delivery Gallons for Pricing	Price per Gallon	SUBTOTAL	Mill Fee	Taxes / Fees *	Delivery / Freight	Fuel Surcharge	TOTAL PRICE PER LOAD
Sodium Hypo-chlorite	NaOCl – 12.5%	4,500	\$ 1.27	\$ 5,715	\$ 124.30	\$ 423.34	\$ Incl.	\$ Incl.	\$ 6,262.64 w/tax
									\$ 5,839.30 w/out tax

Taxed at Rate 7.25 City of Lemoore Tax Rate @ 7.25% Is Chemical Taxable? Yes ☐ No ☐

Written "TOTAL PRICE PER LOAD" \_\_\_\_\_

Comments / Notes: taxable depends on city, that is not up to Univar. Price is firm for one year

Bidder Signature: [Signature] Date: 7/26/2021



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

## Staff Report

**Item No: 3-7**

**To: Lemoore City Council**  
**From: Michelle Speer, Assistant City Manager / Admin. Services Director**  
**Date: November 8, 2021 Meeting Date: November 16, 2021**  
**Subject: Tyler Technologies Contract Amendment for Conversion Services**

**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 contract Amendment with Tyler Technologies for conversion services, and authorize the City Manager, or designee, to execute all related documents.

**Subject/Discussion:**

On August 9, 2021, City Council authorized a contract with Tyler Technologies for purchase, hosting and implementation of new Enterprise Resource Planning (ERP) software. City staff has been participating in implementation training for several weeks. Through the training, it has been discovered that conversion of data in our existing system to the new software is going to be time consuming and technically difficult. As the City of Lemoore only employs one IT professional, converting the data utilizing in house personnel will be difficult and may result in schedule delays.

City staff is recommending that City Council authorize a contract amendment with Tyler Technologies for conversion assistance with a third party vendor; Koa Hills. Koa Hills employs professionals that are familiar with our current software, as well as the new software. Employing Koa Hills to assist with the conversions of financial, human resource and utility data is critical for successful implementation and adherence to the current schedule.

The cost of the conversion assistance is \$80,640.00. The conversion assistance will occur in multiple phases and be paid out in several fiscal years.

**Financial Consideration(s):**

Cost of conversion assistance is \$80,640 to be paid out over multiple fiscal years. Additionally, costs for conversion will be captured through the cost allocation process, resulting in the fees being spread out across the general, water, wastewater and refuse funds.

**Alternatives or Pros/Cons:**

City Council could deny the amendment to the Tyler Technologies contract and require staff to conduct the conversions. The risk of schedule delays and the need to hire additional IT personnel may result.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

City Staff recommends approval of the amendment to the Tyler Technologies contract for conversion assistance.

**Attachments:**

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

List: Amendment  
Quote for services  
Koa Hills Statement of Work

**Review:**

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

**Date:**

11/8/2021  
11/10/2021  
11/12/2021  
  
11/09/2021

# Munis Finance

## Data Conversion Assistance

### Scope of Work

#### Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion.

#### Modules Included

1. General Ledger and Budget
  - a. Accounting Actuals- up to 3 years
  - b. Accounting Budgets - up to 3 years
  - c. Project Grant Accounting Actuals - up to 3 years
  - d. Project Grant Accounting Budgets - up to 3 years
2. Accounts Payable and Checks
  - a. Standard Master (Vendors)
  - b. Checks - up to 5 years
  - c. Invoices - up to 5 years
3. Capital Assets - Standard Master
4. Purchasing - open POs only
5. Contracts
6. General Billing
  - a. Standard CID
  - b. Bills - up to 5 years
  - c. Recurring invoices

#### Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the City of Lemoore to determine the



data conversion plan for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology.

The City of Lemoore will choose the data window timeframe to convert into the Tyler systems. Converting “current” data rather than all historical data is recommended, due to data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler systems should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the City of Lemoore with data validation between systems, as needed, once the data has been loaded into Tyler systems.

### **Conversion Plan**

Koa Hills will:

1. Clearly define the scope of the conversion
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted
4. Meet with the City of Lemoore to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
9. Prioritize modules for conversion with a top-down, target-driven approach
10. Aim to volume-test all data in the scope as early as possible at the unit level
11. Allow time for volume testing and issue resolution
12. Segment the project into manageable, incremental chunks
13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work groups to facilitate manageable segments of the project. A data conversion tracking document will be created and shared, to facilitate the data conversion team’s ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data



## MUNIS DATA CONVERSION SCOPE OF WORK

per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.

### Roles and Responsibilities

Conversion task	Responsible Party
Data Conversion planning	Koa Hills, Tyler, City of Lemoore
Provide legacy system documentation	City of Lemoore
Data mapping	Koa Hills, City of Lemoore
Extract legacy data	Koa Hills, City of Lemoore
Run proofing reports in legacy system	City of Lemoore
Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler, Koa Hills (for data imports)
Load Conversion data and review in Tyler system (test)	City of Lemoore, Koa Hills as needed
Refine legacy data and submit to Tyler (final)	Koa Hills
Convert legacy data and deliver to client (final)	Tyler, Koa Hills (for data imports)

## MUNIS DATA CONVERSION SCOPE OF WORK

Load Conversion data and review in Tyler system (final)	City of Lemoore, Koa Hills as needed
Final approval of converted data	City of Lemoore
Load data (final)	City of Lemoore, Koa Hills as needed

### Assumptions

- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- Koa Hills will have full access to the legacy system data
- Koa Hills will have full access to the legacy system user interface
- Koa Hills will have full access to Munis
- City of Lemoore will provide legacy system database documentation (ex. Data dictionary, schemas, etc). If no documentation is available, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.

### Notes

The fees for the conversion assistance tasks outlined in this SOW are in addition to the conversion fees contracted for with Tyler. If the City of Lemoore would like to change the conversion scope from the original agreement, please contact your Tyler sales representative.

# Tyler Munis HCM

## Data Conversion Assistance

### Scope of Work

#### Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion.

#### Modules Included

1. Payroll
  - a. Accrual Balances
  - b. Accumulators - up to 5 years
  - c. Check History - up to 5 years
  - d. Earnings and Deduction history - up to 5 years
  - e. Deductions
  - f. Standard
2. Optional
  - a. Recruiting

#### Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the City of Lemoore to determine the data conversion plan, to convert the data for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology.

The City of Lemoore will choose the data window timeframe to migrate into the Tyler system. Converting "current" data, rather than all historical data is recommended, due to data format

modifications in the legacy system. The timeframe for the data to be converted into the Tyler system should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the City of Lemoore with data validation between systems, as needed, once the data has been loaded into Tyler systems.

### **Project Plan**

Koa Hills will:

1. Clearly define the scope of the project
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted
4. Meet with the City of Lemoore to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
9. Prioritize modules for conversion with a top-down, target-driven approach
10. Aim to volume-test all data in the scope as early as possible at the unit level
11. Allow time for volume testing and issue resolution
12. Segment the project into manageable, incremental chunks
13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work groups to facilitate manageable segments of the project. A data conversion calendar will be created and shared, to facilitate the data conversion team's ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.

## MUNIS DATA CONVERSION SCOPE OF WORK

### Roles and Responsibilities

Conversion task	Responsible Party
Data conversion planning	Koa Hills, City of Lemoore
Provide legacy system documentation	City of Lemoore
Data mapping	Koa Hills, City of Lemoore
Extract legacy data	Koa Hills, City of Lemoore
Run proofing reports in legacy system	City of Lemoore
Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler, Koa Hills (for data imports)
Load conversion data and review in Tyler system (test)	City of Lemoore, Koa Hills as needed
Refine legacy data and submit to Tyler (final)	Koa Hills as needed
Convert legacy data and deliver to client (final)	Tyler, Koa Hills (for data imports)
Load conversion data and review in Tyler system (final)	City of Lemoore, Koa Hills as needed
Final approval of converted data	City of Lemoore
Load data (final)	City of Lemoore, Koa Hills as needed

### Assumptions

- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- Koa Hills will have full access to the legacy system data
- Koa Hills will have full access to the legacy system user interface
- Koa Hills will have full access to Munis
- The City of Lemoore will provide legacy system database documentation (ex. Data dictionary, schemas, etc). If no documentation is available, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.

### Notes

The fees for the conversion assistance tasks outlined in this SOW are in addition to the conversion fees contracted for with Tyler. If the City of Lemoore would like to change the conversion scope from the original agreement, please contact your Tyler sales representative.

# Tyler Utility Billing Data Conversion Assistance Scope of Work

## Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion.

## Modules Included

1. Utility Billing
  - a. Assessment
  - b. Balance Forward A/R
  - c. Consumption History - up to 5 years
  - d. Flat Inventory/Containers
  - e. Service Orders
  - f. Services
  - g. Standard

## Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the City of Lemoore to determine the data conversion plan, to convert the data for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology.

The City of Lemoore will choose the data window timeframe to convert into the Tyler system. Converting "current" data rather than all historical data is recommended, due to data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler

system should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the City of Lemoore with data validation between systems, as needed, once the data has been loaded into Tyler systems.

### **Project Plan**

Koa Hills will:

1. Clearly define the scope of the project
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted
4. Meet with the City of Lemoore to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
9. Prioritize modules for conversion with a top-down, target-driven approach
10. Aim to volume-test all data in the scope as early as possible at the unit level
11. Allow time for volume testing and issue resolution
12. Segment the project into manageable, incremental chunks
13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work groups to facilitate manageable segments of the project. A data conversion tracking document will be created and shared, to facilitate the data conversion team's ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.



## UTILITY BILLING DATA CONVERSION SCOPE OF WORK

### Roles and Responsibilities

Conversion task	Responsible Party
Data conversion planning	Koa Hills, City of Lemoore
Provide legacy system documentation	City of Lemoore
Data mapping	Koa Hills, City of Lemoore as needed
Extract legacy data	Koa Hills, City of Lemoore as needed
Run proofing reports in legacy system	City of Lemoore
Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler
Load conversion data and review in Tyler system (test)	City of Lemoore, Koa Hills as needed
Refine legacy data as needed and submit to Tyler (final)	Koa Hills
Convert legacy data and deliver to client (final)	Tyler
Load conversion data and review in Tyler system (final)	City of Lemoore, Koa Hills as needed
Final approval of converted data	City of Lemoore
Load data (final)	City of Lemoore, Koa Hills as needed

### Assumptions

- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- Koa Hills will have full access to the legacy system data
- Koa Hills will have full access to the legacy system user interface
- Koa Hills will have full access to Munis
- The City of Lemoore will provide legacy system database documentation (ex. Data dictionary, schemas, etc). If no documentation is available, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.

### Notes

The fees for the conversion assistance tasks outlined in this SOW are in addition to the conversion fees contracted for with Tyler. If the City of Lemoore would like to change the conversion scope from the original agreement, please contact your Tyler sales representative.



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and the City of Lemoore, California ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated August 9, 2021 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The services listed in the attached sales quotation, incorporated herein as Exhibit 1, are hereby added to the Agreement. Fees for data conversion services shall be invoiced as follows: (i) 50% upon initial delivery of converted data, by conversion option, and (ii) 50% upon Client acceptance to load converted data into live environment, by conversion option.
2. Data conversion services will be performed by Koa Hills and will conform to the attached Scope of Work documents, collectively incorporated herein as Exhibit 2.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

[Insert full Client name]

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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



## **Exhibit 1**

### **Amendment Investment Summary**

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

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Kyle M. Johnson  
 Quote Expiration: 04/30/22  
 Quote Name: City of Lemoore-ERP-Munis (Koa Hills Conv. Assist.)  
 Quote Description: 11-1-21 - Lemoore Koa Hills Conv. Services #2

**Sales Quotation For:**  
 City of Lemoore  
 711 W. Cinnamon Drive  
 Lemoore CA 93245  
 Phone: +1 (559) 924-6707

**3rd Party Hardware, Software and Services**

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Koa Hills - Data Conversion Assistance - Finance	1	\$ 25,800	\$ 0	\$ 25,800	\$ 0	\$ 0	\$ 0
Koa Hills - Data Conversion Assistance - HCM	1	\$ 13,980	\$ 0	\$ 13,980	\$ 0	\$ 0	\$ 0
Koa Hills - Data Conversion Assistance - Utility Billing	1	\$ 40,860	\$ 0	\$ 40,860	\$ 0	\$ 0	\$ 0
<b>TOTAL</b>				<b>\$ 80,640</b>			<b>\$ 0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 80,640	\$ 0

**Summary Total** \$ 80,640 \$ 0  
**Contract Total** \$ 80,640

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*



**Exhibit 2**  
**Koa Hills Conversion Services – Scopes of Work**

*[Individual Scopes of Work to be incorporated prior to amendment execution.]*

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## Staff Report

**Item No: 3-8**

**To: Lemoore City Council**

**From: Michelle Speer, Assistant City Manager / Admin. Svcs. Director**

**Date: November 9, 2021**

**Meeting Date: November 16, 2021**

**Subject: Agreement between the City of Lemoore and AdEdge for Methane Remediation**

**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:**

Approval of the agreement between the City of Lemoore and AdEdge for Methane Remediation.

**Subject/Discussion:**

The agreement between the City of Lemoore and AdEdge is for the remediation of Methane within City Wells.

This agreement will be provided as a handout at the meeting.

**Financial Consideration(s):**

Unknown at this time.

**Alternatives or Pros/Cons:**

Not Applicable.

**Commission/Board Recommendation:**

Not applicable.



**Staff Recommendation:**

Staff recommends the approval of the agreement between the City of Lemoore and AdEdge for Methane Remediation.

**Attachments:**

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

**Review:**

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

**Date:**

11/10/2021  
11/10/2021  
11/12/2021



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## Staff Report

**To:** Lemoore City Council  
**From:** Marisa Avalos, City Clerk  
**Date:** November 5, 2021      **Meeting Date:** November 16, 2021  
**Subject:** Activity Update

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

### Reports

- |                               |                   |
|-------------------------------|-------------------|
| ➤ Warrant Register – FY 21/22 | October 29, 2021  |
| ➤ Warrant Register – FY 21/22 | November 4, 2021  |
| ➤ Warrant Register – FY 21/22 | November 12, 2021 |

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
4 /22	10/28/21	21		12212	5396 OFFICE DEPOT		34.15	.00	CARDS
TOTAL			OPERATING SUPPLIES			.00	34.15	.00	
4310			PROFESSIONAL CONTRACT SVC						
4 /22	10/28/21	21 10977	-01 12200		2849 KINGS COUNTY ECO		1,666.67	-1,666.67	MONTHLY CONTRIBUTIONS
TOTAL			PROFESSIONAL CONTRACT SVC			.00	1,666.67	-1,666.67	
4320			MEETINGS & DUES						
4 /22	10/28/21	21		12203	0297 LEMOORE CANAL &		276.00	.00	952/953 CITY/LAGUNA
TOTAL			MEETINGS & DUES			.00	276.00	.00	
4340			UTILITIES						
4 /22	10/28/21	21		12213	T1356 NATHAN OLSON		77.85	.00	CELL PHONE REIMBURSE
TOTAL			UTILITIES			.00	77.85	.00	
TOTAL			CITY MANAGER			.00	2,054.67	-1,666.67	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11160	-01 12221	6316 PRICE PAIGE & CO		10,399.00	-10,399.00	CONSULTING SERVICES
4 /22	10/28/21	21	11162	-01 12228	7278 TYLER TECHNOLOGI		210,738.00	-210,738.00	APPLICATION SERVICES/FEES
4 /22	10/28/21	21	11048	-01 12221	6316 PRICE PAIGE & CO		625.00	-625.00	ASSISTANCE WITH IMPLEMENT
4 /22	10/28/21	21	10946	-01 12205	7148 LOOMIS		191.47	-191.47	ARMORED CAR SERVICES
TOTAL					PROFESSIONAL CONTRACT SVC	.00	221,953.47	-221,953.47	
TOTAL					FINANCE	.00	221,953.47	-221,953.47	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /22	10/28/21	21	10935	-01 12233	1547 VERITIV OPERATIN		37.99	-37.99	MISC. BATHROOM SUPPLIES
4 /22	10/28/21	21	10935	-02 12233	1547 VERITIV OPERATIN		1,076.74	-1,076.74	CHANGE ORDER 1- ADD FUNDS
4 /22	10/28/21	21		12186	5866 FASTENAL COMPANY		293.70	.00	SAFETY CANS
4 /22	10/28/21	21		12186	5866 FASTENAL COMPANY		325.34	.00	FACEMASKS
4 /22	10/28/21	21		12233	1547 VERITIV OPERATIN		116.91	.00	CAN LINER
4 /22	10/28/21	21		12186	5866 FASTENAL COMPANY		138.79	.00	HVY DUTY RIVETER
TOTAL					OPERATING SUPPLIES	.00	1,989.47	-1,114.73	
4310					PROFESSIONAL CONTRACT SVC				
4 /22	10/28/21	21		12223	5287 RES COM PEST CON		38.00	.00	PEST CONTROL-411 W D
4 /22	10/28/21	21	11002	-01 12188	5758 MARK FERNANDES		1,700.00	-1,700.00	PD, SARAH MOONEY, AND CMC
4 /22	10/28/21	21	11002	-02 12188	5758 MARK FERNANDES		400.00	-400.00	CHANGE ORDER 1- INCREASE
TOTAL					PROFESSIONAL CONTRACT SVC	.00	2,138.00	-2,100.00	
TOTAL					MAINTENANCE DIVISION	.00	4,127.47	-3,214.73	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11152	-01 12199	1250 KINGS CO. SHERIF		36,808.74	-36,808.74	KINGS CO ANIMAL QTR 1
4 /22	10/28/21	21		12197	1156 HANFORD VETERINA		30.49	.00	OFFICE VISIT
TOTAL						.00	36,839.23	-36,808.74	
4340									
4 /22	10/28/21	21		12170	5048 AT&T MOBILITY		868.78	.00	09/03/21-10/02/21
4 /22	10/28/21	21		12234	0116 VERIZON WIRELESS		1,985.48	.00	09/17/2021-10/16/21
TOTAL						.00	2,854.26	.00	
4360									
4 /22	10/28/21	21		12180	6347 KEVIN COSPER		14.00	.00	FIRST AID/CPR
4 /22	10/28/21	21		12206	T3205 JACOB MARTINEZ		42.00	.00	DRUG AND ALCOHOL
4 /22	10/28/21	21		12214	T3204 DANIEL ORTEGA		42.00	.00	DRUG AND ALCOHOL INF
4 /22	10/28/21	21		12195	7177 BRANDON GRESHAM		67.00	.00	GLOCK ARMORER
4 /22	10/28/21	21		12174	6835 BRETT WARD		67.00	.00	GLOCK ARMORER
4 /22	10/28/21	21		12184	7218 ELIZABETH HALSTE		157.00	.00	CRIME SCENE & FORENSI
TOTAL						.00	389.00	.00	
4380									
4 /22	10/28/21	21		12176	1817 C.A. REDING COMP		345.79	.00	09/02/21-10/01/21
4 /22	10/28/21	21	10959	-01 12230	5842 U.S. BANK EQUIPM		743.55	-743.55	COPIER LEAS 10/5-11/5
TOTAL						.00	1,089.34	-743.55	
TOTAL						.00	41,171.83	-37,552.29	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
4 /22	10/28/21	21	11155	-01 12177	2161 CASCADE FIRE		948.00	-948.00	HOSE DURA BUILT 800 1.5X5
4 /22	10/28/21	21	11155	-02 12177	2161 CASCADE FIRE		68.73	-68.73	SALES TAX
TOTAL						.00	1,016.73	-1,016.73	
4230									
4 /22	10/28/21	21		12202	0314 LEMOORE AUTO SUP		78.76	.00	12GA BLACK
TOTAL						.00	78.76	.00	
4340									
4 /22	10/28/21	21		12179	7058 COMCAST		43.26	.00	10/13/21-11/12/21
TOTAL						.00	43.26	.00	
TOTAL						.00	1,138.75	-1,016.73	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11042	-01 12222	0876 QUAD KNOPF, INC.		1,701.00	-1,701.00	GENERAL ENGINEERING FY 20
4 /22	10/28/21	21	11042	-01 12222	0876 QUAD KNOPF, INC.		1,990.08	-1,990.08	GENERAL ENGINEERING FY 20
TOTAL						.00	3,691.08	-3,691.08	
TOTAL						.00	3,691.08	-3,691.08	



PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
4 /22	10/28/21	21		12209	5333 MEDALLION SUPPLY		113.32	.00	100A 250V RK5 TIME DE
TOTAL						.00	113.32	.00	
4310									
4 /22	10/28/21	21 11154	-01	12172	7284 BEAR ELECTRIAL S		2,112.50	-2,112.50	EMERGENCY REPAIR OF SIGNA
TOTAL						.00	2,112.50	-2,112.50	
4340									
4 /22	10/28/21	21		12216	0363 PG&E		1,280.30	.00	09/17/21-10/15/21
4 /22	10/28/21	21		12218	0363 PG&E		80.40	.00	09/15/21-10/13/21
4 /22	10/28/21	21		12215	0363 PG&E		72.12	.00	09/18/21-10/18/21
TOTAL						.00	1,432.82	.00	
TOTAL					STREETS	.00	3,658.64	-2,112.50	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	
4220										
4 /22	10/28/21	21	11108	-01	12198	5199	INNOVATIVE PLAYG	2,812.04	-2,812.04	REPLACE SLIDE AND BRACKET
TOTAL						.00	2,812.04	-2,812.04		
TOTAL						.00	2,812.04	-2,812.04		

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4	/22	10/28/21	21	12192	5962 JASON GLASPIE		886.00	.00	BOXING-OCTOBER 2021
4	/22	10/28/21	21	12224	7279 BRITTANY SCOTT		101.50	.00	MINI MUSIC MAKERS-OCT
4	/22	10/28/21	21	12189	6889 TOMI FORD		150.00	.00	FLAG FOOTBALL:ATTEND
4	/22	10/28/21	21	12225	5235 STATE DISBURSEME		150.00	.00	JASON GLASPIE
4	/22	10/28/21	21	12178	6731 FLORENCE COLBY		385.00	.00	ZUMBA-OCTOBER 2021
4	/22	10/28/21	21	12193	7090 CLARISA GOMEZ		427.00	.00	CHEERLEADING-OCTOBER
4	/22	10/28/21	21	12232	6371 MANUEL VELARDE		553.00	.00	KARATE-SEPTEMBER
4	/22	10/28/21	21	12185	7282 NOELIA A. ESPIN		300.00	.00	FLAG:FOOTBALL FIELD A
TOTAL					PROFESSIONAL CONTRACT SVC	.00	2,952.50	.00	
TOTAL					RECREATION	.00	2,952.50	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
4 /22	10/28/21	21	11055	-01 12182	2454 DELL MARKETING L		1,065.89	-1,065.89	DELL LATITUDE 3520 K.BALE
4 /22	10/28/21	21	11055	-02 12182	2454 DELL MARKETING L		5.00	-5.00	ENVIRONMENTAL FEE
4 /22	10/28/21	21	11055	-03 12182	2454 DELL MARKETING L		75.15	-75.15	SALES TAX
TOTAL						.00	1,146.04	-1,146.04	
									OPERATING SUPPLIES
TOTAL						.00	1,146.04	-1,146.04	
									INFORMATION TECHNOLOGY

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	10964	-01 12226	0809 TAG-AMS, INC.		210.00	-210.00	EMPLOYEE RANDOM DRUG TEST
4 /22	10/28/21	21	10964	-01 12226	0809 TAG-AMS, INC.		255.00	-255.00	EMPLOYEE RANDOM DRUG TEST
4 /22	10/28/21	21	11161	-01 12201	6543 KINGS INDUSTRIAL		1,371.88	-1,371.88	HR REQUIRED TESTING
4 /22	10/28/21	21		12183	2399 DEPARTMENT OF JU		64.00	.00	FINGERPRINT APPS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,900.88	-1,836.88	
TOTAL					HUMAN RESOURCES	.00	1,900.88	-1,836.88	
TOTAL					GENERAL FUND	.00	286,607.37	-277,002.43	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 12  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

FUND - 033 - LOCAL TRANSPORTATION FUND  
BUDGET UNIT - 5015 - VINE STREET PEDESTRIAN PA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11101	-01 12222	0876 QUAD KNOPF, INC.		276.50	-276.50	ENGINEER SERVICES VINE ST
4 /22	10/28/21	21	11151	-01 12173	6733 BLACKBURN CONSUL		2,433.75	-2,433.75	VINE STREET MATERIAL TEST
TOTAL						.00	2,710.25	-2,710.25	
TOTAL						.00	2,710.25	-2,710.25	
TOTAL						.00	2,710.25	-2,710.25	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 13  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
4 /22	10/28/21	21	10911	-02 12191	0068 GARY V. BURROWS,		12,064.04	-12,064.04	FUEL
4 /22	10/28/21	21	10909	-02 12204	0306 LEMOORE HIGH SCH		3,177.20	-3,177.20	SEPT CNG FUEL
TOTAL						.00	15,241.24	-15,241.24	
									OPERATING SUPPLIES
4230									
									REPAIR/MAINT SUPPLIES
4 /22	10/28/21	21		12171	6145 AUTOZONE		321.73	.00	ROTOR/PADS
4 /22	10/28/21	21		12211	6120 O'REILLY AUTO PA		395.02	.00	CTRL ARM ASY
4 /22	10/28/21	21		12211	6120 O'REILLY AUTO PA		81.98	.00	STRUT MOUNT
4 /22	10/28/21	21	10902	-01 12191	0068 GARY V. BURROWS,		954.10	-954.10	OIL
TOTAL						.00	1,752.83	-954.10	
									REPAIR/MAINT SUPPLIES
4350									
									REPAIR/MAINT SERVICES
4 /22	10/28/21	21	11159	-01 12196	6146 HANFORD CHRYSLER		2,967.80	-2,967.80	REPAIRS ON UNIT P45
TOTAL						.00	2,967.80	-2,967.80	
									REPAIR/MAINT SERVICES
TOTAL						.00	19,961.87	-19,163.14	
									FLEET MAINTENANCE
TOTAL						.00	19,961.87	-19,163.14	
									FLEET MAINTENANCE

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 14  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	10891	-01 12181	0123 CSJVRMA		250,143.00	-250,143.00	2ND QTR RISK MANAGEME
TOTAL						.00	250,143.00	-250,143.00	
TOTAL						.00	250,143.00	-250,143.00	
TOTAL						.00	250,143.00	-250,143.00	



PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 15  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4170									
4 /22	10/28/21	21		12208	6269 MATTHEW MARTINEZ		200.00	.00	REIMBURSEMENT BOOTS
TOTAL						.00	200.00	.00	
4220									
4 /22	10/28/21	21		12202	0314 LEMOORE AUTO SUP		146.75	.00	10PC PH/SD/PZ SET
4 /22	10/28/21	21		12202	0314 LEMOORE AUTO SUP		61.11	.00	24" PIPE WRENCH
TOTAL						.00	207.86	.00	
4230									
4 /22	10/28/21	21		12186	5866 FASTENAL COMPANY		61.57	.00	AG DRILL/PIPE TAP
4 /22	10/28/21	21		12202	0314 LEMOORE AUTO SUP		17.67	.00	GLASS CLEANER
4 /22	10/28/21	21		12202	0314 LEMOORE AUTO SUP		31.36	.00	B12 CARB CLEANER AER
4 /22	10/28/21	21		12202	0314 LEMOORE AUTO SUP		35.17	.00	HOT RIM ALL WHL CLNR
TOTAL						.00	145.77	.00	
4340									
4 /22	10/28/21	21		12234	0116 VERIZON WIRELESS		50.01	.00	09/05/21-10/04/21
4 /22	10/28/21	21		12219	6627 PG&E NON ENERGY		302.21	.00	NUCLEAR DECOMM SEP 21
4 /22	10/28/21	21		12217	0363 PG&E		13,318.87	.00	09/17/21-10/17/21
TOTAL						.00	13,671.09	.00	
4380									
4 /22	10/28/21	21	10971 -03	12207	7175 MATHESON TRI-GAS		1,045.00	-1,045.00	STA7 - LIQUID OXYGEN TANK
TOTAL						.00	1,045.00	-1,045.00	
4392									
4 /22	10/28/21	21	10927 -02	12220	6388 PINNACLE PUBLIC		24,271.59	-24,271.59	INTEREST
TOTAL						.00	24,271.59	-24,271.59	
4393									
4 /22	10/28/21	21	10927 -01	12220	6388 PINNACLE PUBLIC		119,135.57	-119,135.57	PRINCIPLE
TOTAL						.00	119,135.57	-119,135.57	
TOTAL						.00	158,676.88	-144,452.16	
TOTAL						.00	158,676.88	-144,452.16	

RUN DATE 11/12/2021 TIME 09:14:01

PEI - FUND ACCOUNTING

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 16  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

FUND - 052 - WATER INCIDENT FUND  
BUDGET UNIT - 4752 - WATER INCIDENT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11115	-01 12173	6733 BLACKBURN CONSUL		9,286.75	-9,286.75	GEOTECHNICAL STUDY- S. TA
4 /22	10/28/21	21	11157	-01 12222	0876 QUAD KNOFF, INC.		1,030.32	-1,030.32	PROJECT MANAGEMENT TANK 7
4 /22	10/28/21	21	11157	-01 12222	0876 QUAD KNOFF, INC.		1,246.95	-1,246.95	PROJECT MANAGEMENT TANK 7
4 /22	10/28/21	21	11157	-01 12222	0876 QUAD KNOFF, INC.		1,768.32	-1,768.32	PROJECT MANAGEMENT TANK 7
TOTAL						.00	13,332.34	-13,332.34	
4380									
4 /22	10/28/21	21	11153	-01 12229	1664 UNITED RENTALS		914.29	-914.29	GAS DETECTOR RENTAL 9/1/2
TOTAL						.00	914.29	-914.29	
TOTAL						.00	14,246.63	-14,246.63	
TOTAL						.00	14,246.63	-14,246.63	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 17  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
4 /22	10/28/21	21		12210	1889 NORTHERN SAFETY		368.40	.00	RUFFLEX LITE GLV BK/B
TOTAL						.00	368.40	.00	
TOTAL						.00	368.40	.00	
TOTAL						.00	368.40	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 18  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
4 /22	10/28/21	21		12194	0521 GRAINGER		380.95	.00	INCLSR, NONMTLC
4 /22	10/28/21	21		12209	5333 MEDALLION SUPPLY		233.59	.00	12/2 MC W/GRND
4 /22	10/28/21	21		12187	0188 FERGUSON ENTERPR		191.98	.00	SHUTTLE BAG CAMO*X
4 /22	10/28/21	21		12190	6751 FURTADO WELDING		42.12	.00	CUT OFF WHEEL-4-1/2X
4 /22	10/28/21	21		12186	5866 FASTENAL COMPANY		40.64	.00	SAFETY GLASSES
4 /22	10/28/21	21		12186	5866 FASTENAL COMPANY		41.51	.00	GLOVES
4 /22	10/28/21	21		12186	5866 FASTENAL COMPANY		20.75	.00	LIME MESH VEST
4 /22	10/28/21	21		12186	5866 FASTENAL COMPANY		26.03	.00	SFTY BOOT
4 /22	10/28/21	21		12186	5866 FASTENAL COMPANY		16.03	.00	3/4 USS F/W Z
4 /22	10/28/21	21		12186	5866 FASTENAL COMPANY		110.15	.00	GLOVES
4 /22	10/28/21	21		12194	0521 GRAINGER		72.76	.00	HOOR METER AC QUARTZ
TOTAL					OPERATING SUPPLIES	.00	1,176.51	.00	
4230					REPAIR/MAINT SUPPLIES				
4 /22	10/28/21	21		12190	6751 FURTADO WELDING		106.01	.00	GLOVES
4 /22	10/28/21	21		12231	2038 USA BLUEBOOK		108.73	.00	STENNER #7 PUMP TUBE
4 /22	10/28/21	21		12231	2038 USA BLUEBOOK		121.24	.00	STENNER FLOW INDICATO
TOTAL					REPAIR/MAINT SUPPLIES	.00	335.98	.00	
TOTAL					SEWER	.00	1,512.49	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 19  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

FUND - 060 - SEWER& STORM WTR DRAINAGE  
BUDGET UNIT - 5303 - THOMAS LIFT STATION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11094	-01 12222	0876 QUAD KNOPF, INC.		740.00	-740.00	THOMAS LIFT STATION ENGIN
TOTAL						.00	740.00	-740.00	
TOTAL						.00	740.00	-740.00	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 20  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11072	-01 12222	0876 QUAD KNOPF, INC.		13,151.00	-13,151.00	FOX DITCH ENGINEERING
TOTAL						.00	13,151.00	-13,151.00	
TOTAL						.00	13,151.00	-13,151.00	
TOTAL						.00	15,403.49	-13,891.00	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 21  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

FUND - 085 - PBIA  
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21		12175	7285 TRAVIS BROOKS		200.00	.00	DOWNTOWN MERCHANT EVE
4 /22	10/28/21	21		12227	6393 TAMMY LAWLEY		300.00	.00	DOWNTOWN MERCHANT
TOTAL						.00	500.00	.00	
TOTAL						.00	500.00	.00	
TOTAL						.00	500.00	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 22  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21		12235	7238 WESTSCAPES		206.56	.00	LLMD ZONE1
4 /22	10/28/21	21	11156	-01 12237	6694 WILLDAN FINANCIA		187.77	-187.77	ANNUAL ASSESSMENT LLMD ZO
TOTAL					PROFESSIONAL CONTRACT SVC	.00	394.33	-187.77	
TOTAL					LLMD ZONE 1 WESTFIELD	.00	394.33	-187.77	
TOTAL					LLMD ZONE 1	.00	394.33	-187.77	



PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 23  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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									
4 /22	10/28/21	21	11156	-02 12237	6694 WILLDAN FINANCIA		34.72	-34.72	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	34.72	-34.72	
TOTAL						.00	34.72	-34.72	
TOTAL						.00	34.72	-34.72	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 24  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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									
4 /22	10/28/21	21	11156	-03 12237	6694 WILL DAN FINANCIA		3.66	-3.66	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	3.66	-3.66	
TOTAL						.00	3.66	-3.66	
TOTAL						.00	3.66	-3.66	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 25  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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									
4 /22	10/28/21	21	11156	-04 12237	6694 WILL DAN FINANCIA		3.91	-3.91	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	3.91	-3.91	
TOTAL						.00	3.91	-3.91	
TOTAL						.00	3.91	-3.91	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 26  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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									
4 /22	10/28/21	21	11156	-05 12237	6694 WILL DAN FINANCIA		8.20	-8.20	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	8.20	-8.20	
TOTAL						.00	8.20	-8.20	
TOTAL						.00	8.20	-8.20	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 27  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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									
4 /22	10/28/21	21	11156	-06 12237	6694 WILL DAN FINANCIA		17.28	-17.28	ANNUAL ASSESSMENT LLMD ZO
4 /22	10/28/21	21		12235	7238 WESTSCAPES		236.85	.00	LLMD ZONE 8
TOTAL						.00	254.13	-17.28	
TOTAL						.00	254.13	-17.28	
TOTAL						.00	254.13	-17.28	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 28  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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									
4 /22	10/28/21	21		12235	7238 WESTSCAPES		236.85	.00	LLMD ZONE 8
4 /22	10/28/21	21	11156	-07 12237	6694 WILLDAN FINANCIA		35.57	-35.57	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	272.42	-35.57	
TOTAL						.00	272.42	-35.57	
TOTAL						.00	272.42	-35.57	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 29  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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									
4 /22	10/28/21	21	11156	-08 12237	6694 WILL DAN FINANCIA		12.46	-12.46	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	12.46	-12.46	
TOTAL						.00	12.46	-12.46	
TOTAL						.00	12.46	-12.46	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 30  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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									
4 /22	10/28/21	21	11156	-09 12237	6694 WILL DAN FINANCIA		38.07	-38.07	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	38.07	-38.07	
TOTAL						.00	38.07	-38.07	
TOTAL						.00	38.07	-38.07	



PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 31  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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									
4 /22	10/28/21	21	11156	-10 12237	6694 WILL DAN FINANCIA		3.93	-3.93	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	3.93	-3.93	
TOTAL						.00	3.93	-3.93	
TOTAL						.00	3.93	-3.93	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 32  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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									
4 /22	10/28/21	21	11156	-11 12237	6694 WILL DAN FINANCIA		41.22	-41.22	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	41.22	-41.22	
TOTAL						.00	41.22	-41.22	
TOTAL						.00	41.22	-41.22	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 33  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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									
4 /22	10/28/21	21	11156	-12 12237	6694 WILL DAN FINANCIA		13.21	-13.21	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	13.21	-13.21	
TOTAL						.00	13.21	-13.21	
TOTAL						.00	13.21	-13.21	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 34  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11156	-13 12237	6694 WILL DAN FINANCIA		64.01	-64.01	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	64.01	-64.01	
TOTAL						.00	64.01	-64.01	
TOTAL						.00	64.01	-64.01	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 35  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11156	-14 12237	6694 WILL DAN FINANCIA		119.83	-119.83	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	119.83	-119.83	
TOTAL						.00	119.83	-119.83	
TOTAL						.00	119.83	-119.83	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 36  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11156	-15 12237	6694 WILL DAN FINANCIA		39.12	-39.12	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	39.12	-39.12	
TOTAL						.00	39.12	-39.12	
TOTAL						.00	39.12	-39.12	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 37  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11156	-16 12237	6694 WILL DAN FINANCIA		50.96	-50.96	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	50.96	-50.96	
TOTAL						.00	50.96	-50.96	
TOTAL						.00	50.96	-50.96	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 38  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11156	-17 12237	6694 WILL DAN FINANCIA		50.29	-50.29	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	50.29	-50.29	
TOTAL						.00	50.29	-50.29	
TOTAL						.00	50.29	-50.29	



PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 39  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11156	-18 12237	6694 WILL DAN FINANCIA		49.65	-49.65	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	49.65	-49.65	
TOTAL						.00	49.65	-49.65	
TOTAL						.00	49.65	-49.65	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 40  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

FUND - 257 - PFMD ZONE 7  
BUDGET UNIT - 4877 - PFMD ZONE 7

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11156	-19 12237	6694 WILL DAN FINANCIA		7.54	-7.54	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	7.54	-7.54	
TOTAL						.00	7.54	-7.54	
TOTAL						.00	7.54	-7.54	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 41  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

FUND - 258 - PFMD ZONE 8  
BUDGET UNIT - 4878 - PFMD ZONE 8

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11156	-20 12237	6694 WILL DAN FINANCIA		36.36	-36.36	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	36.36	-36.36	
TOTAL						.00	36.36	-36.36	
TOTAL						.00	36.36	-36.36	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 42  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

FUND - 259 - PFMD ZONE 9  
BUDGET UNIT - 4879 - PFMD ZONE 9

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11156	-21 12237	6694 WILL DAN FINANCIA		41.14	-41.14	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	41.14	-41.14	
TOTAL						.00	41.14	-41.14	
TOTAL						.00	41.14	-41.14	

PEI  
DATE: 11/12/2021  
TIME: 09:14:00

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 43  
AUDIT11

SELECTION CRITERIA: transact.batch='VM102921'  
ACCOUNTING PERIOD: 5/22

FUND - 260 - PFMD ZONE 10  
BUDGET UNIT - 4880 - PFMD ZONE 10

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4 /22	10/28/21	21	11156	-22 12237	6694 WILL DAN FINANCIA		16.10	-16.10	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	16.10	-16.10	
TOTAL						.00	16.10	-16.10	
TOTAL						.00	16.10	-16.10	
TOTAL						.00	16.10	-16.10	
TOTAL						.00	750,173.15	-722,483.61	

# Warrant Register 11-04-2021

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

## CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		407.27	.00	09/15/21-10/14/21
TOTAL						.00	407.27	.00	
TOTAL						.00	407.27	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		10.82	.00	09/15/21-10/14/21
TOTAL						.00	10.82	.00	
TOTAL					CITY CLERK'S OFFICE	.00	10.82	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		269.33	.00	09/15/21-10/14/21
TOTAL						.00	269.33	.00	
TOTAL						.00	269.33	.00	



PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		576.11	.00	09/15/21-10/14/21
TOTAL						.00	576.11	.00	
TOTAL						.00	576.11	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
5 /22	11/04/21	21		12248	0423 SOCALGAS		37.20	.00	09/16/21-10/19/21
5 /22	11/04/21	21		12248	0423 SOCALGAS		6.33	.00	08/17/21-10/29/21
5 /22	11/04/21	21		12248	0423 SOCALGAS		79.07	.00	09/16/21-10/19/21
5 /22	11/04/21	21		12248	0423 SOCALGAS		148.29	.00	09/16/21-10/19/21
5 /22	11/04/21	21		12248	0423 SOCALGAS		154.74	.00	09/16/21-10/19/21
TOTAL						.00	425.63	.00	
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		230.31	.00	09/15/21-10/14/21
TOTAL						.00	230.31	.00	
TOTAL						.00	655.94	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		70.94	.00	09/15/21-10/14/21
TOTAL						.00	70.94	.00	
TOTAL						.00	70.94	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		348.85	.00	09/15/21-10/14/21
TOTAL						.00	348.85	.00	
TOTAL						.00	348.85	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		678.53	.00	09/15/21-10/14/21
TOTAL						.00	678.53	.00	
TOTAL						.00	678.53	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
5 /22	11/04/21	21		12244	0363 PG&E		7,283.45	.00	09/17/21-10/15/21
TOTAL						.00	7,283.45	.00	
TOTAL						.00	7,283.45	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		633.84	.00	09/15/21-10/14/21
TOTAL						.00	633.84	.00	
TOTAL						.00	633.84	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		8.06	.00	09/15/21-10/14/21
TOTAL						.00	8.06	.00	
TOTAL						.00	8.06	.00	



PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 12  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		68.47	.00	09/15/21-10/14/21
TOTAL						.00	68.47	.00	
TOTAL						.00	68.47	.00	
TOTAL						.00	11,011.61	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 13  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230					REPAIR/MAINT SUPPLIES				
5 /22	11/04/21	21		12247	7220 PLAIN INSANE GRA		42.90	.00	#103 DECAL
5 /22	11/04/21	21		12239	1908 BATTERY SYSTEMS,		459.56	.00	BATTERIES
TOTAL					REPAIR/MAINT SUPPLIES	.00	502.46	.00	
4380					RENTALS & LEASES				
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		104.04	.00	09/15/21-10/14/21
TOTAL					RENTALS & LEASES	.00	104.04	.00	
TOTAL					FLEET MAINTENANCE	.00	606.50	.00	
TOTAL					FLEET MAINTENANCE	.00	606.50	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 14  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		148.18	.00	09/15/21-10/14/21
TOTAL						.00	148.18	.00	
TOTAL						.00	148.18	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 15  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		215.81	.00	09/15/21-10/14/21
TOTAL						.00	215.81	.00	
TOTAL						.00	215.81	.00	
TOTAL						.00	363.99	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 16  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/04/21	21		12238	6724 84 RECYCLING		170.00	.00	TRUCKING/DISPOSAL FEE
TOTAL						.00	170.00	.00	
4380									
5 /22	11/04/21	21		12242	5977 GREATAMERICA FIN		1.31	.00	09/15/21-10/14/21
TOTAL						.00	1.31	.00	
TOTAL						.00	171.31	.00	
TOTAL						.00	171.31	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 17  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
	5 /22	11/04/21	21	12246	0363 PG&E		11.13	.00	09/20/21-10/18/21
	5 /22	11/04/21	21	12245	0363 PG&E		11,430.13	.00	08/20/21 - 09/20/21
TOTAL						.00	11,441.26	.00	
4380									
	5 /22	11/04/21	21	12242	5977 GREATAMERICA FIN		3.10	.00	09/15/21-10/14/21
TOTAL						.00	3.10	.00	
TOTAL						.00	11,444.36	.00	
TOTAL						.00	11,444.36	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 18  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

FUND - 085 - PBIA  
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/04/21	21		12243	5563 RUSTY DEROUIN		300.00	.00	SEPTEMBER SERVICES
TOTAL						.00	300.00	.00	
TOTAL					PBIA	.00	300.00	.00	
TOTAL					PBIA	.00	300.00	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:16:48

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 19  
AUDIT11

SELECTION CRITERIA: transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

FUND - 704 - STRONG MOTION  
BUDGET UNIT - 4283 - STRONG MOTION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4444									
5 /22	11/04/21	21		12241	0819 DEPT. OF CONSERV		1,654.21	.00	SEISMIC 7/1-9/30/21
TOTAL						.00	1,654.21	.00	
TOTAL						.00	1,654.21	.00	
TOTAL						.00	1,654.21	.00	
TOTAL						.00	25,551.98	.00	



PEI  
DATE: 11/12/2021  
TIME: 09:18:02

CITY OF LEMOORE  
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.batch='LB110421'  
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
5 /22	11/04/21	21 12240		5685 CALIFORNIA BUILDING		426.98	JULY - SEPT 2021
TOTAL			ACCOUNTS PAYABLE		.00	426.98	
2243			CALIF.BSASF. SB1473				
5 /22	11/04/21	21 12240		5685 CALIFORNIA BUILDING	426.98		JULY - SEPT 2021
TOTAL			CALIF.BSASF. SB1473		426.98	.00	
TOTAL			GENERAL FUND		426.98	426.98	
TOTAL REPORT					426.98	426.98	

# Warrant Register 11-12-2021

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

## CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4211 - CITY COUNCIL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4360									
	5 /22	11/10/21	21	12340	7251 U.S. BANK NATION		474.08	.00	MATTHEWS-LEAGUE OF CA
	5 /22	11/10/21	21	12340	7251 U.S. BANK NATION		548.08	-548.08	HOTEL FOR LEAGUE OF CALIF
	5 /22	11/10/21	21	12343	7251 U.S. BANK NATION		250.00	.00	TUITION-PRA TRAINING
TOTAL		TRAINING				.00	1,272.16	-548.08	
TOTAL		CITY COUNCIL				.00	1,272.16	-548.08	

RUN DATE 11/12/2021 TIME 09:19:07

PEI - FUND ACCOUNTING

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
5 /22	11/10/21	21		12318	5396 OFFICE DEPOT		43.31	.00	PAPER
5 /22	11/10/21	21		12318	5396 OFFICE DEPOT		24.49	.00	ERASABLE YRLY CALEND
5 /22	11/10/21	21		12318	5396 OFFICE DEPOT		8.98	.00	HIGHLIGHTER
TOTAL					OPERATING SUPPLIES	.00	76.78	.00	
4320					MEETINGS & DUES				
5 /22	11/10/21	21		12340	7251 U.S. BANK NATION		50.00	.00	CONFERENCE COVID TEST
5 /22	11/10/21	21	C799	-01 12340	7251 U.S. BANK NATION		548.08	-548.08	HOTEL FOR LEAGUE OF CALIF
5 /22	11/10/21	21	C800	-01 12340	7251 U.S. BANK NATION		600.00	-600.00	CONFERENCE REGISTRATION
TOTAL					MEETINGS & DUES	.00	1,198.08	-1,148.08	
4340					UTILITIES				
5 /22	11/10/21	21		12333	6266 SPARKLETTS		16.21	.00	WATER SVC
5 /22	11/10/21	21		12319	T1356 NATHAN OLSON		119.39	.00	CELL REIMBUR NOV 2021
TOTAL					UTILITIES	.00	135.60	.00	
TOTAL					CITY MANAGER	.00	1,410.46	-1,148.08	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4330									
5 /22	11/10/21	21	10999	-01 12337	7181 SANTA MARIA CALI		963.14	-963.14	BLANKET PO - LEGAL NOTICE
TOTAL						.00	963.14	-963.14	
TOTAL						.00	963.14	-963.14	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	5 /22	11/10/21	21	12341	7251 U.S. BANK NATION		14.99	.00	ADOBE
TOTAL						.00	14.99	.00	
4310									
	5 /22	11/10/21	21	11048 -01 12327	6316 PRICE PAIGE & CO		9,030.00	-9,030.00	ASSISTANCE WITH IMPLEMENT
	5 /22	11/10/21	21	11160 -01 12327	6316 PRICE PAIGE & CO		17,298.00	-17,298.00	CONSULTING SERVICES
	5 /22	11/10/21	21	11162 -01 12339	7278 TYLER TECHNOLOGI		3,200.00	-3,200.00	APPLICATION SERVICES/FEES
TOTAL						.00	29,528.00	-29,528.00	
4340									
	5 /22	11/10/21	21	12333	6266 SPARKLETTS		25.43	.00	WATER SVC
TOTAL						.00	25.43	.00	
TOTAL						.00	29,568.42	-29,528.00	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	5 /22	11/10/21	21	12318	5396 OFFICE DEPOT		43.30	.00	PAPER
TOTAL						.00	43.30	.00	
4310									
	5 /22	11/10/21	21	12342	7251 U.S. BANK NATION		66.62	.00	NOTICE OF EXPEMPTION 2
	5 /22	11/10/21	21	12342	7251 U.S. BANK NATION		66.62	.00	NOTICE OF EXPEMPTION 2
	5 /22	11/10/21	21	12342	7251 U.S. BANK NATION		66.62	.00	NOTICE OF EXPEMPTION 2
	5 /22	11/10/21	21	12342	7251 U.S. BANK NATION		66.62	.00	NOTICE OF EXPEMPTION 2
	5 /22	11/10/21	21	10951 -01 12328	0876 QUAD KNOPF, INC.		7,124.00	-7,124.00	TECHNICAL PLANNING, STUDI
	5 /22	11/10/21	21	10966 -01 12328	0876 QUAD KNOPF, INC.		3,293.91	-3,293.91	LACEY RANCH EIR REVIEW &
	5 /22	11/10/21	21	12328	0876 QUAD KNOPF, INC.		2,252.52	.00	DIFFERNECE BALANCE
TOTAL						.00	12,936.91	-10,417.91	
4340									
	5 /22	11/10/21	21	12333	6266 SPARKLETTS		16.20	.00	WATER SVC
TOTAL						.00	16.20	.00	
TOTAL						.00	12,996.41	-10,417.91	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		18.21	.00	GORILLA SUPER GLUE
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		28.95	.00	GT FULL ALU MANIFOLD
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		35.14	.00	KRAZY GLUE GEL
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		68.62	.00	4PK 8W DAY REF BULB
5 /22	11/10/21	21		12345	7251 U.S. BANK NATION		317.56	.00	SWEATSHIRTS/HARD HATS
5 /22	11/10/21	21		12345	7251 U.S. BANK NATION		366.46	.00	STANDARD BATTERY PACK
5 /22	11/10/21	21		12345	7251 U.S. BANK NATION		435.96	.00	WATER BOTTLES
5 /22	11/10/21	21	10935 -02	12356	1547 VERITIV OPERATIN		214.50	-214.50	CHANGE ORDER 1- ADD FUNDS
5 /22	11/10/21	21	10935 -02	12356	1547 VERITIV OPERATIN		450.48	-450.48	CHANGE ORDER 1- ADD FUNDS
TOTAL					OPERATING SUPPLIES	.00	1,935.88	-664.98	
4340					UTILITIES				
5 /22	11/10/21	21		12331	0423 SOCALGAS		102.79	.00	09/20/21-10/21/21
5 /22	11/10/21	21		12331	0423 SOCALGAS		50.95	.00	09/20/21-10/21/21
TOTAL					UTILITIES	.00	153.74	.00	
TOTAL					MAINTENANCE DIVISION	.00	2,089.62	-664.98	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220	OPERATING SUPPLIES								
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		45.23	.00	CLEANING SUPPLIES
5 /22	11/10/21	21		12267	3010 THE ANIMAL HOUSE		62.15	.00	NULO TRIM 24LB
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		80.43	.00	EXTENSTION CORD FOR A
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		85.06	.00	OFFICE SUPPLIES
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		68.56	.00	MEMORY CARD CAMERAS
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		68.24	.00	MEMORY CARD CAMERAS
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		30.06	.00	BATTERIES FOR ANIMAL
5 /22	11/10/21	21	11018	-01 12306	0287 LC ACTION POLICE		1,474.40	-1,474.40	G43X GNS PISTOL 9MM 10RD
5 /22	11/10/21	21	11018	-02 12306	0287 LC ACTION POLICE		106.89	-106.89	TAX
5 /22	11/10/21	21	11141	-01 12285	7281 EVERYTHING2GO.CO		6,352.00	-6,352.00	PFA034-L-DESK WITH ELECTR
5 /22	11/10/21	21	11141	-02 12285	7281 EVERYTHING2GO.CO		460.52	-460.52	TAX
5 /22	11/10/21	21	11143	-01 12291	2960 GALLS		167.16	-167.16	7922 MAG POUCHES
5 /22	11/10/21	21	11143	-02 12291	2960 GALLS		98.58	-98.58	7950 ACCUMOLD ELITE DUTY
5 /22	11/10/21	21	11143	-03 12291	2960 GALLS		98.58	-98.58	7950 ACCUMOLD ELITE DUTY
5 /22	11/10/21	21	11143	-04 12291	2960 GALLS		263.58	-263.58	ACCUMOLD ELITE UNIVERSAL
5 /22	11/10/21	21	11143	-05 12291	2960 GALLS		68.58	-68.58	ACCUMOLD ELITE BELT KEEPE
5 /22	11/10/21	21	11143	-06 12291	2960 GALLS		62.13	-62.13	ACCUMOLD ELITE SILENT KEY
5 /22	11/10/21	21	11143	-07 12291	2960 GALLS		137.16	-137.16	EXPANDABLE BATON HOLDER
5 /22	11/10/21	21	11143	-08 12291	2960 GALLS		64.94	-64.94	TAX
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		195.48	.00	ACCUMOLD GOLVE POCHE
TOTAL	OPERATING SUPPLIES					.00	9,989.73	-9,354.52	
4310	PROFESSIONAL CONTRACT SVC								
5 /22	11/10/21	21	10894	-01 12296	5814 CITY OF HANFORD		16,343.93	-16,343.93	DISPATCH SERVICES
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		75.00	.00	DETECTIVES
TOTAL	PROFESSIONAL CONTRACT SVC					.00	16,418.93	-16,343.93	
4320	MEETINGS & DUES								
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		64.70	.00	AWARDS BANQUET-LEMON
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		42.90	.00	VIP OF THE YEAR PLAQU
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		37.48	.00	AWARDS BANQUET-PIZZAS
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		38.59	.00	AWARDS BANQUET-BALLON
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		29.94	.00	AWARDS BANQUET-STRAWB
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		31.10	.00	ROASTING TRAYS-AWARDS
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		31.30	.00	AWARDS BANQUET-TABLE
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		27.08	.00	AWARDS BANQUET-PLAQU
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		19.58	.00	PRODUCE-AWARDS BANQUE
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		13.09	.00	FOOD FOR AWARDS BANQ
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		95.48	.00	FOOD FOR AWARDS BANQ
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		149.85	.00	CHICKEN-AWARDS BANQUE
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		277.60	.00	FOOD FOR AWARDS BANQ
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		158.11	.00	PRODUCE-AWARDS BANQUE
TOTAL	MEETINGS & DUES					.00	1,016.80	.00	
4330	PRINTING & PUBLICATIONS								
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		193.96	.00	ZIPBAG (BULK PACKS OF

RUN DATE 11/12/2021 TIME 09:19:07

PEI - FUND ACCOUNTING



PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4330									
					(cont'd)				
TOTAL					PRINTING & PUBLICATIONS	.00	193.96	.00	
4340									
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION	.00	38.44	.00	WATER-UNIT RENTAL
TOTAL					UTILITIES	.00	38.44	.00	
4360									
5 /22	11/10/21	21		12281	6347 KEVIN COSPER		28.00	.00	OFFICER INVOLVED SHOO
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		3.00	.00	SERVICE FEE FOR CLEAR
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		3.00	.00	SERVICE FEE FOR CLEAR
5 /22	11/10/21	21		12278	6238 COLLEGE OF THE S		290.00	.00	FIELD TRAINING OFFICE
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		122.00	.00	TUITION-PERKINS-CAMP
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		125.00	.00	TUITION-LEGISLATIVE U
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		125.00	.00	TUITION-LEGISLATIVE U
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		125.00	.00	CLEAR SEMINAR-E. SOT
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		125.00	.00	CLEAR SEMINAR-L. ROC
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		125.00	.00	LEGISLATIVE UPDATE-SM
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		125.00	.00	LEGISLATIVE UPDATE-HE
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		375.00	.00	TUITION-BRALY-ASSERTI
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		336.78	.00	LODGING-SOTO PRA TRAI
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		316.98	.00	LODGING-SMITH -PRA TR
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		250.00	.00	TUITION-LEADERSHIP A
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		250.00	.00	TUITION-PRA TRAINING
5 /22	11/10/21	21	C771	-01 12343	7251 U.S. BANK NATION		1,031.84	-1,031.84	5 NIGHTS, 2 ROOMS- OFFFIC
5 /22	11/10/21	21	C771	-01 12343	7251 U.S. BANK NATION		1,214.40	-1,214.40	5 NIGHTS, 2 ROOMS- OFFFIC
5 /22	11/10/21	21	C793	-01 12343	7251 U.S. BANK NATION		669.00	-669.00	P.O.S.T MOTORCYCLE OFFICE
5 /22	11/10/21	21	C797	-01 12343	7251 U.S. BANK NATION		517.00	-517.00	RECORDS SUPERVISOR COURSE
5 /22	11/10/21	21	C797	-02 12343	7251 U.S. BANK NATION		15.51	-15.51	CHANGE ORDER 1 - ADD
5 /22	11/10/21	21	11172	-01 12289	0719 FRESNO CITY COLL		77.00	-77.00	BRIAN FERREIRA
5 /22	11/10/21	21	11172	-02 12289	0719 FRESNO CITY COLL		184.00	-184.00	BRANDON GRESHAM
5 /22	11/10/21	21	11172	-03 12289	0719 FRESNO CITY COLL		184.00	-184.00	JUSTIN PERKINS
5 /22	11/10/21	21	11172	-04 12289	0719 FRESNO CITY COLL		184.00	-184.00	ZACH ROGER-JONES
TOTAL					TRAINING	.00	6,801.51	-4,076.75	
TOTAL					POLICE	.00	34,459.37	-29,775.20	

RUN DATE 11/12/2021 TIME 09:19:07

PEI - FUND ACCOUNTING

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
5 /22	11/10/21	21	C802	-01 12346	7251 U.S. BANK NATION		580.80	-580.80	20X30 FIRE TRUCK FLAG
5 /22	11/10/21	21	C802	-02 12346	7251 U.S. BANK NATION		42.11	-42.11	TAX
5 /22	11/10/21	21	C802	-03 12346	7251 U.S. BANK NATION		42.58	-42.58	SHIPPING
5 /22	11/10/21	21		12352	6356 ULINE		206.32	.00	COVID SUPPLIES
5 /22	11/10/21	21		12346	7251 U.S. BANK NATION		466.00	.00	BATTERIES AND BASES F
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		12.32	.00	KEY TAGS FOR DISPATCH
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		16.08	.00	OFFICE SUPPLIES
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		20.77	.00	REPLACEMENT POWER OUT
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		29.95	.00	KEYS FOR TRUCKS FOR D
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		60.03	.00	HOSE FOR ZAMBOWIE & D
5 /22	11/10/21	21		12330	2932 SAVEMART SUPERMA		55.15	.00	1ST TUESDAY TRAINING
TOTAL					OPERATING SUPPLIES	.00	1,532.11	-665.49	
4230					REPAIR/MAINT SUPPLIES				
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		88.99	.00	TRUCK #11
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		31.08	.00	14.10Z MAP-PRO CYLIND
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		94.33	.00	GAS CAN
TOTAL					REPAIR/MAINT SUPPLIES	.00	214.40	.00	
4310					PROFESSIONAL CONTRACT SVC				
5 /22	11/10/21	21	10901	-01 12296	5814 CITY OF HANFORD		12,257.95	-12,257.95	LEMOORE FIRE MONTHLY DISP
TOTAL					PROFESSIONAL CONTRACT SVC	.00	12,257.95	-12,257.95	
TOTAL					FIRE	.00	14,004.46	-12,923.44	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
5 /22	11/10/21	21		12342	7251 U.S. BANK NATION		309.76	.00	OFFICE SUPPLIES
5 /22	11/10/21	21		12318	5396 OFFICE DEPOT		43.31	.00	PAPER
5 /22	11/10/21	21		12342	7251 U.S. BANK NATION		70.00	.00	WEBINAR TRAINING PERM
TOTAL					OPERATING SUPPLIES	.00	423.07	.00	
4340					UTILITIES				
5 /22	11/10/21	21		12333	6266 SPARKLETTS		16.20	.00	WATER SVC
TOTAL					UTILITIES	.00	16.20	.00	
TOTAL					BUILDING INSPECTION	.00	439.27	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
5 /22	11/10/21	21		12318	5396 OFFICE DEPOT		6.72	.00	LABEL, LSR ADDR, FLO
5 /22	11/10/21	21		12318	5396 OFFICE DEPOT		25.55	.00	FOLDER. HANG, LTR
5 /22	11/10/21	21		12318	5396 OFFICE DEPOT		43.30	.00	PAPER
TOTAL					OPERATING SUPPLIES	.00	75.57	.00	
4310					PROFESSIONAL CONTRACT SVC				
5 /22	11/10/21	21	10898 -01	12358	6783 VIRTUAL PROJECT		500.00	-500.00	VPM MONTHLY MAINTENANCE F
5 /22	11/10/21	21	11042 -01	12328	0876 QUAD KNOPF, INC.		3,209.13	-3,209.13	GENERAL ENGINEERING FY 20
TOTAL					PROFESSIONAL CONTRACT SVC	.00	3,709.13	-3,709.13	
4340					UTILITIES				
5 /22	11/10/21	21		12333	6266 SPARKLETTS		16.20	.00	WATER SVC
TOTAL					UTILITIES	.00	16.20	.00	
TOTAL					PUBLIC WORKS	.00	3,800.90	-3,709.13	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 12  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		37.49	.00	BLK RESID HD PLUG
5 /22	11/10/21	21	C796	-01 12345	7251 U.S. BANK NATION		2,091.48	-2,091.48	EXTERIOR LIGHT STRINGER
5 /22	11/10/21	21	C796	-02 12345	7251 U.S. BANK NATION		1,364.00	-1,364.00	LED LIGHTS BULBS
5 /22	11/10/21	21	C796	-03 12345	7251 U.S. BANK NATION		250.52	-250.52	TAX
5 /22	11/10/21	21	11099	-01 12298	3091 JAM SERVICES, IN		536.25	-536.25	CROSS WALK CONTROLERS
TOTAL					OPERATING SUPPLIES	.00	4,279.74	-4,242.25	
4340					UTILITIES				
5 /22	11/10/21	21		12323	0363 PG&E		68.46	.00	09/24/21-10/22/21
5 /22	11/10/21	21	10933	-01 12273	3072 CA DEPARTMENT OF		1,960.66	-1,960.66	7/21-9/21 SIGNAL LIGH
5 /22	11/10/21	21		12321	0363 PG&E		353.01	.00	09/24/21-10/22/21
TOTAL					UTILITIES	.00	2,382.13	-1,960.66	
TOTAL					STREETS	.00	6,661.87	-6,202.91	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 13  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
5 /22	11/10/21	21		12345	7251 U.S. BANK NATION		450.45	.00	6ED1055-1FB00-0BA1 SI
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		45.90	.00	SLIP TRAPADAPTER
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		46.10	.00	MP BST 3PK 9X3/8 COVE
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		60.34	.00	SS CONNECTOR
TOTAL					OPERATING SUPPLIES	.00	602.79	.00	
TOTAL					PARKS	.00	602.79	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 14  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	5 /22	11/10/21	21	12344	7251 U.S. BANK NATION		31.50	.00	RENTAL CLEANING SUPPL
TOTAL						.00	31.50	.00	
4310									
	5 /22	11/10/21	21	12284	7282 NOELIA A. ESPIN		135.00	.00	FLAG FOOTBALL:REFEREE
	5 /22	11/10/21	21	12329	7283 VICTORIA RUIZ		300.00	.00	FLAG FOOTBALL:FIELD A
	5 /22	11/10/21	21	12268	6884 ANTHONY HERNANDE		265.00	.00	FLAG FOOTBALL:REFEREE
	5 /22	11/10/21	21	12271	0040 LARRY AVILA		265.00	.00	FLAG FOOTBALL:REFEREE
	5 /22	11/10/21	21	12338	6885 TRENTON WILLIAMS		265.00	.00	FLAG FOOTBALL:REFEREE
	5 /22	11/10/21	21	12303	7286 KEVIN BERGLUND		200.00	.00	FLAG FOOTBALL:REFEREE
	5 /22	11/10/21	21	12311	7117 ALLAN MCGHUEY		220.00	.00	FLAG FOOTBALL:REFEREE
	5 /22	11/10/21	21	12299	5935 JOE JIMMEYE		176.00	.00	FLAG FOOTBALL:REFEREE
	5 /22	11/10/21	21	12277	6731 FLORENCE COLBY		182.00	.00	DIFFERENC FOR CK12178
	5 /22	11/10/21	21	12264	6994 TY HODGE		265.00	.00	FLAG FOOTBALL:REFEREE
TOTAL						.00	2,273.00	.00	
TOTAL						.00	2,304.50	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 15  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220				OPERATING SUPPLIES			
5 /22 11/10/21 21		12340	7251	U.S. BANK NATION		182.93	.00 J762N DELL 600-GB
5 /22 11/10/21 21		12340	7251	U.S. BANK NATION		110.68	.00 PROJECTOR SCREEN WITH
5 /22 11/10/21 21		12340	7251	U.S. BANK NATION		354.53	.00 J762N DELL 600-GB
5 /22 11/10/21 21		12340	7251	U.S. BANK NATION		468.00	.00 OFFICE 360
5 /22 11/10/21 21		12340	7251	U.S. BANK NATION		32.16	.00 DELL ADAPTER CHARGER
5 /22 11/10/21 21		12340	7251	U.S. BANK NATION		21.44	.00 USB WIFI ADAPTER
5 /22 11/10/21 21		12340	7251	U.S. BANK NATION		56.00	.00 EMAIL
5 /22 11/10/21 21		12340	7251	U.S. BANK NATION		53.61	.00 HDMI/VGA VIDE
5 /22 11/10/21 21		12340	7251	U.S. BANK NATION		75.63	.00 KEYBOARD
TOTAL				OPERATING SUPPLIES	.00	1,354.98	.00
4310				PROFESSIONAL CONTRACT SVC			
5 /22 11/10/21 21		12357	7171	VERMILION TECHNO		50.00	.00 SERVICE SEPT2021
TOTAL				PROFESSIONAL CONTRACT SVC	.00	50.00	.00
4340				UTILITIES			
5 /22 11/10/21 21		12269	5516	AT&T		88.52	.00 939-103-4007
5 /22 11/10/21 21		12320	7070	PANTERRA NETWORK		1,555.17	.00 10/01/21-11/30/21
5 /22 11/10/21 21		12320	7070	PANTERRA NETWORK		1,557.87	.00 09/01/21-10/31/21
5 /22 11/10/21 21		12354	5818	UNWIRED BROADBAN		98.55	.00 10/29/21-11/28/21
5 /22 11/10/21 21		12354	5818	UNWIRED BROADBAN		210.00	.00 11/01/21-11/30/21
TOTAL				UTILITIES	.00	3,510.11	.00
TOTAL				INFORMATION TECHNOLOGY	.00	4,915.09	.00



PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 16  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11050	-01 12280	7265 COMPUTER SYSTEMS		400.00	-400.00	FILE SHARING SOFTWARE
TOTAL						.00	400.00	-400.00	
4980									
5 /22	11/10/21	21	11166	-01 12309	2283 LIEBERT CASSIDY		17,826.00	-17,826.00	ERMA MATTER
TOTAL						.00	17,826.00	-17,826.00	
TOTAL						.00	18,226.00	-18,226.00	
TOTAL						.00	133,714.46	-114,106.87	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 17  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 020 - TRAFFIC SAFETY  
BUDGET UNIT - 4223 - PD TRAFFIC SAFETY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
5 /22	11/10/21	21	11109	-01 12315	6496 MOTOROLA Solutio		22,339.46	-22,339.46	RADIO, PORTABLE
5 /22	11/10/21	21	11109	-02 12315	6496 MOTOROLA Solutio		1,003.75	-1,003.75	ACCESSORIES, PORTABLE RAD
5 /22	11/10/21	21	11109	-05 12315	6496 MOTOROLA Solutio		1,692.38	-1,692.38	SALES TAX
TOTAL						.00	25,035.59	-25,035.59	
TOTAL						.00	25,035.59	-25,035.59	
TOTAL						.00	25,035.59	-25,035.59	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 18  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 034 - GAS TAX SECTION 2103  
BUDGET UNIT - 5019 - SLURRY SEAL PROJECTS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11069	-01 12265	7072 A & M CONSULTING		23,110.00	-23,110.00	2021 SLURRY SEAL PROJECT
TOTAL						.00	23,110.00	-23,110.00	
TOTAL						.00	23,110.00	-23,110.00	
TOTAL						.00	23,110.00	-23,110.00	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 19  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220	OPERATING SUPPLIES								
5 /22	11/10/21	21	11158 -01	12270	6145 AUTOZONE		513.73	-513.73	TIRE PRESSURE MONITORING
5 /22	11/10/21	21		12350	7251 U.S. BANK NATION		491.40	.00	OFFICE SUPPLIES
5 /22	11/10/21	21		12290	6751 FURTADO WELDING		73.36	.00	WELDER PLUG ADAPTER
5 /22	11/10/21	21		12350	7251 U.S. BANK NATION		47.49	.00	PROPANE
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		57.13	.00	FUEL-UNIT 59-SWAT TRA
5 /22	11/10/21	21		12317	6120 O'REILLY AUTO PA		61.10	.00	DEGRSER/CLEANER
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		61.38	.00	FUEL-UNIT 51-DEFENSIV
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		64.36	.00	FUEL-UNIT 51-DEFENSIV
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		30.00	.00	UNIT 16-MAJOR CRIMES
5 /22	11/10/21	21		12343	7251 U.S. BANK NATION		38.94	.00	FUEL-UNIT 51-DEFENSIV
TOTAL	OPERATING SUPPLIES					.00	1,438.89	-513.73	
4230	REPAIR/MAINT SUPPLIES								
5 /22	11/10/21	21		12348	7251 U.S. BANK NATION		10.71	.00	REPAIR GENERATOR 664
5 /22	11/10/21	21		12302	2671 KELLER MOTORS		11.34	.00	SL-N SPRING
5 /22	11/10/21	21		12297	6715 INTERSTATE BILLI		11.66	.00	KNOB
5 /22	11/10/21	21		12316	7236 N & S TRACTOR		72.31	.00	FILTER AIR
5 /22	11/10/21	21		12316	7236 N & S TRACTOR		73.32	.00	FILTER AIR
5 /22	11/10/21	21		12317	6120 O'REILLY AUTO PA		67.37	.00	SHIFTER CABLE
5 /22	11/10/21	21		12317	6120 O'REILLY AUTO PA		93.78	.00	ING WIRE SET
5 /22	11/10/21	21		12355	0458 KELLER FORD LINC		89.51	.00	BRACKET-ENGINE
5 /22	11/10/21	21		12355	0458 KELLER FORD LINC		115.28	.00	HOSE- RADIATOR
5 /22	11/10/21	21		12316	7236 N & S TRACTOR		143.72	.00	FILTER, HYD
5 /22	11/10/21	21		12316	7236 N & S TRACTOR		300.48	.00	FILTER ENG FUE
5 /22	11/10/21	21	C795 -01	12348	7251 U.S. BANK NATION		788.96	-788.96	BECON LIGHTS
5 /22	11/10/21	21	C795 -02	12348	7251 U.S. BANK NATION		57.20	-57.20	TAX
5 /22	11/10/21	21		12317	6120 O'REILLY AUTO PA		158.53	.00	HYD/AIR /OIL/FUEL FIL
TOTAL	REPAIR/MAINT SUPPLIES					.00	1,994.17	-846.16	
4350	REPAIR/MAINT SERVICES								
5 /22	11/10/21	21		12332	7137 SONSRAY MACHINER		213.30	.00	POSSIBLE BEARINGS/GEA
5 /22	11/10/21	21	11167 -01	12314	0345 MORGAN & SLATES,		2,036.14	-2,036.14	REPAIR TRUCK BED TRUCK #3
5 /22	11/10/21	21	11168 -01	12359	6741 VISION GLASS WER		564.00	-564.00	PARTS, LABOR AND TAXES
5 /22	11/10/21	21	C794 -01	12348	7251 U.S. BANK NATION		4,768.99	-4,768.99	INVOICE FOR SUSPENSION AN
5 /22	11/10/21	21	C794 -02	12348	7251 U.S. BANK NATION		171.03	-171.03	TAX
5 /22	11/10/21	21		12274	5804 CHADS AUTO GLASS		296.47	.00	TRUCK #356
5 /22	11/10/21	21	10910 -01	12272	0056 BILLINGSLEY TIRE		25.00	-25.00	TIRE REPAIR
5 /22	11/10/21	21	10910 -01	12272	0056 BILLINGSLEY TIRE		45.00	-45.00	TIRE REPAIR
5 /22	11/10/21	21	10910 -01	12272	0056 BILLINGSLEY TIRE		128.00	-128.00	TIRE REPAIR
5 /22	11/10/21	21	10910 -01	12272	0056 BILLINGSLEY TIRE		273.74	-273.74	TIRE REPAIR
5 /22	11/10/21	21	10910 -01	12272	0056 BILLINGSLEY TIRE		400.12	-400.12	TIRE REPAIR
5 /22	11/10/21	21	10910 -01	12272	0056 BILLINGSLEY TIRE		489.36	-489.36	TIRE REPAIR
5 /22	11/10/21	21	10910 -01	12272	0056 BILLINGSLEY TIRE		515.62	-515.62	TIRE REPAIR
5 /22	11/10/21	21	10910 -01	12272	0056 BILLINGSLEY TIRE		647.59	-647.59	TIRE REPAIR
5 /22	11/10/21	21	10910 -01	12272	0056 BILLINGSLEY TIRE		1,436.26	-1,436.26	TIRE REPAIR
5 /22	11/10/21	21		12300	6692 K & D TOWING		60.00	.00	LOCK OUT 2016 FOR FU

RUN DATE 11/12/2021 TIME 09:19:07

PEI - FUND ACCOUNTING

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 20  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350			REPAIR/MAINT SERVICES	(cont'd)					
TOTAL			REPAIR/MAINT SERVICES			.00	12,070.62	-11,500.85	
TOTAL			FLEET MAINTENANCE			.00	15,503.68	-12,860.74	
TOTAL			FLEET MAINTENANCE			.00	15,503.68	-12,860.74	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 21  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
5 /22	11/10/21	21		12341	7251 U.S. BANK NATION		53.50	.00	AT&T GOLF WILL BILL S
TOTAL						.00	53.50	.00	
TOTAL						.00	53.50	.00	
TOTAL						.00	53.50	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 22  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	5 /22	11/10/21	21	12308	0304 LEMOORE HARDWARE		58.97	.00	TRIMMER LINE
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		68.09	.00	2X4-16 GDF/14 LARGE B
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		14.99	.00	ADOBE
	5 /22	11/10/21	21	12308	0304 LEMOORE HARDWARE		16.07	.00	DURA 9V BATTERY
	5 /22	11/10/21	21	12308	0304 LEMOORE HARDWARE		21.44	.00	DURA 16PK AA BATTERY
	5 /22	11/10/21	21	12287	0188 FERGUSON ENTERPR		17.95	.00	FULL BRIM VENTED RAT
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		298.49	.00	OFFICE SUPPLIES
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		396.81	.00	ACACIA 10-FT COUNTERT
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		405.41	.00	140CC GAS WLKBHND TRI
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		319.61	.00	28IN WALL CABINET
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		352.85	.00	COUNTERTOP
TOTAL						.00	1,970.68	.00	
4220CH									
	5 /22	11/10/21	21	10972 -02 12353	6058 UNIVAR		421.06	-421.06	CHANGE ORDER 1 - INCREASE
	5 /22	11/10/21	21	10972 -02 12353	6058 UNIVAR		479.86	-479.86	CHANGE ORDER 1 - INCREASE
	5 /22	11/10/21	21	10972 -02 12353	6058 UNIVAR		744.62	-744.62	CHANGE ORDER 1 - INCREASE
	5 /22	11/10/21	21	10972 -02 12353	6058 UNIVAR		1,085.05	-1,085.05	CHANGE ORDER 1 - INCREASE
	5 /22	11/10/21	21	10972 -02 12353	6058 UNIVAR		1,323.75	-1,323.75	CHANGE ORDER 1 - INCREASE
	5 /22	11/10/21	21	10972 -02 12353	6058 UNIVAR		1,323.75	-1,323.75	CHANGE ORDER 1 - INCREASE
	5 /22	11/10/21	21	10972 -02 12353	6058 UNIVAR		1,803.62	-1,803.62	CHANGE ORDER 1 - INCREASE
	5 /22	11/10/21	21	10972 -02 12353	6058 UNIVAR		2,003.29	-2,003.29	CHANGE ORDER 1 - INCREASE
	5 /22	11/10/21	21	10972 -02 12353	6058 UNIVAR		2,736.87	-2,736.87	CHANGE ORDER 1 - INCREASE
TOTAL						.00	11,921.87	-11,921.87	
4230									
	5 /22	11/10/21	21	10968 -01 12287	0188 FERGUSON ENTERPR		1,003.86	-1,003.86	WATER DISTRIBUTION SUPPLI
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		524.45	.00	CP ACACIA TOP 25X112
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		121.05	.00	TRIMMER STRING
	5 /22	11/10/21	21	12308	0304 LEMOORE HARDWARE		43.72	.00	21OZ AJAX CLEANER
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		43.95	.00	LUMBER
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		35.37	.00	3LB FH ONE SC
	5 /22	11/10/21	21	12308	0304 LEMOORE HARDWARE		6.41	.00	16OZ BOTTLE SPRAYER
	5 /22	11/10/21	21	12308	0304 LEMOORE HARDWARE		14.56	.00	60LB CONCRETE MIX
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		-524.45	.00	CP ACACIA TOP 25X112
	5 /22	11/10/21	21	12308	0304 LEMOORE HARDWARE		2.00	.00	FINANCE CHARGE
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		58.99	.00	AIR FILTER PAPER
	5 /22	11/10/21	21	12349	7251 U.S. BANK NATION		53.57	.00	WHITE TRIMMER LINE
	5 /22	11/10/21	21	12286	5866 FASTENAL COMPANY		47.91	.00	SFTY MPACT HV
	5 /22	11/10/21	21	12286	5866 FASTENAL COMPANY		49.14	.00	CABLE TIES
	5 /22	11/10/21	21	12336	5066 THE LAWNMOWER MA		47.19	.00	WHEEL 12X1.75
TOTAL						.00	1,527.72	-1,003.86	
4310									
	5 /22	11/10/21	21	12310	4051 MATSON ALARM CO.		46.50	.00	11/01/21-11/30/21
	5 /22	11/10/21	21	10905 -01 12296	5814 CITY OF HANFORD		4,085.98	-4,085.98	WATER

RUN DATE 11/12/2021 TIME 09:19:07

PEI - FUND ACCOUNTING

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 23  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC (cont'd)				
5 /22	11/10/21	21	C804	-01 12347	7251 U.S. BANK NATION		500.00	-500.00	CARTEGRAGH (SEMS) FOR EPA
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,129.30	-3,129.30	LABOR TIME
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,447.55	-3,447.55	LABOR TIME
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,502.80	-3,502.80	LABOR TIME
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,502.80	-3,502.80	LABOR TIME
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,697.40	-3,697.40	LABOR TIME
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,697.40	-3,697.40	LABOR TIME
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,697.40	-3,697.40	LABOR TIME
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,770.76	-3,770.76	LABOR TIME
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,770.76	-3,770.76	LABOR TIME
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,892.00	-3,892.00	LABOR TIME
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,892.00	-3,892.00	LABOR TIME
5 /22	11/10/21	21	11173	-01 12305	6795 LABOR TIME		3,963.08	-3,963.08	LABOR TIME
TOTAL					PROFESSIONAL CONTRACT SVC	.00	48,595.73	-48,549.23	
4340					UTILITIES				
5 /22	11/10/21	21		12333	6266 SPARKLETTS		200.22	.00	WATER SVC
5 /22	11/10/21	21		12279	7058 COMCAST		194.69	.00	10/25/21-11/24/21
5 /22	11/10/21	21		12322	0363 PG&E		60,889.47	.00	08/20/21-09/22/21
5 /22	11/10/21	21		12331	0423 SOCALGAS		126.80	.00	09/20/21-10/21/21
5 /22	11/10/21	21		12349	7251 U.S. BANK NATION		6.00	.00	SCADA
TOTAL					UTILITIES	.00	61,417.18	.00	
4380					RENTALS & LEASES				
5 /22	11/10/21	21		12266	2914 AAA QUALITY SERV		62.34	.00	POTTY RENTAL
5 /22	11/10/21	21		12266	2914 AAA QUALITY SERV		81.22	.00	POTTY RENTAL
5 /22	11/10/21	21		12266	2914 AAA QUALITY SERV		300.89	.00	POTTY RENTAL
TOTAL					RENTALS & LEASES	.00	444.45	.00	
TOTAL					WATER	.00	125,877.63	-61,474.96	
TOTAL					WATER	.00	125,877.63	-61,474.96	



PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 24  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 052 - WATER INCIDENT FUND  
BUDGET UNIT - 4752 - WATER INCIDENT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350									
	5 /22	11/10/21	21	11057 -01	12335	2799 TELSTAR INSTRUME	22,622.00	-22,622.00	REPLACES WELL METERS DAMA
TOTAL						.00	22,622.00	-22,622.00	
4380									
	5 /22	11/10/21	21	11075 -01	12282	7259 CUSTOM TRUCK ONE	3,732.30	-3,732.30	BUCKET TRUCK RENTAL AUGUS
	5 /22	11/10/21	21		12340	7251 U.S. BANK NATION	255.60	.00	ONSITE STORAGE
	5 /22	11/10/21	21		12266	2914 AAA QUALITY SERV	87.37	.00	POTTY RENTAL
TOTAL						.00	4,075.27	-3,732.30	
TOTAL						.00	26,697.27	-26,354.30	
TOTAL						.00	26,697.27	-26,354.30	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 25  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
5 /22	11/10/21	21		12350	7251 U.S. BANK NATION		104.01	.00	OFFICE SUPPLIES
5 /22	11/10/21	21		12325	0370 PHIL'S LOCKSMITH		20.91	.00	DUP KEYS
TOTAL						.00	124.92	.00	
4230									
5 /22	11/10/21	21		12290	6751 FURTADO WELDING		86.83	.00	BI MIX 75/25 LARGE K
5 /22	11/10/21	21		12290	6751 FURTADO WELDING		89.91	.00	NOZZLE HYPER THERM
5 /22	11/10/21	21		12350	7251 U.S. BANK NATION		149.66	.00	PAINT AND PAINT TAPE
5 /22	11/10/21	21		12350	7251 U.S. BANK NATION		491.40	.00	PAINT AND TAPE
TOTAL						.00	817.80	.00	
4310									
5 /22	11/10/21	21	10905 -02	12296	5814 CITY OF HANFORD		4,085.98	-4,085.98	REFUSE
TOTAL						.00	4,085.98	-4,085.98	
TOTAL						.00	5,028.70	-4,085.98	
TOTAL						.00	5,028.70	-4,085.98	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 26  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
5 /22	11/10/21	21		12351	7251 U.S. BANK NATION		433.17	.00	RAIN JACKETS WITH HOO
5 /22	11/10/21	21		12286	5866 FASTENAL COMPANY		150.69	.00	GLOVES/SAFETY BOOT
5 /22	11/10/21	21		12351	7251 U.S. BANK NATION		153.63	.00	GDF SELECT STUD
5 /22	11/10/21	21		12295	0521 GRAINGER		298.96	.00	CHEST WADER MEN'S 11
5 /22	11/10/21	21		12312	5333 MEDALLION SUPPLY		136.58	.00	DUCT SEAL
5 /22	11/10/21	21		12351	7251 U.S. BANK NATION		101.21	.00	BLANK PLATE/TOG PLATE
5 /22	11/10/21	21		12295	0521 GRAINGER		104.91	.00	INTERIOR PANEL ALUMIN
5 /22	11/10/21	21		12351	7251 U.S. BANK NATION		93.91	.00	OFFICE SUPPLIES
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		68.05	.00	ULTIMATE WASH/WAX
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		16.08	.00	SHOVEL HEAD HANDLE
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		5.35	.00	BRS CMP UNION
5 /22	11/10/21	21		12351	7251 U.S. BANK NATION		7.14	.00	DUP RECEIPT PLATE
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		12.30	.00	2PK BLU WING CONNECTO
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		9.71	.00	X-FINE GRAPHITE
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		10.27	.00	MTL CUT DISC
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		10.70	.00	16PK 1" MOUNTING SQUAR
5 /22	11/10/21	21		12351	7251 U.S. BANK NATION		37.68	.00	BOTTLE WATER
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		39.01	.00	TV KWIKSET LOCK KEYBL
5 /22	11/10/21	21		12286	5866 FASTENAL COMPANY		39.65	.00	BLUE DISPOSABLE GLOVE
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		25.46	.00	REG SCENT BLEACH
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		30.02	.00	1100Z 50:1 FUEL/OIL
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		30.02	.00	1100Z 50:1 FUEL/OIL
5 /22	11/10/21	21		12308	0304 LEMOORE HARDWARE		30.02	.00	1100Z 50:1 FUEL/OIL
5 /22	11/10/21	21		12334	0428 STONEY'S SAND &		254.40	.00	FILL SAND
5 /22	11/10/21	21		12351	7251 U.S. BANK NATION		191.98	.00	HANDLE DRILL
TOTAL					OPERATING SUPPLIES	.00	2,290.90	.00	
4230					REPAIR/MAINT SUPPLIES				
5 /22	11/10/21	21	C803	-01 12351	7251 U.S. BANK NATION		1,195.74	-1,195.74	24" X 14' PVC GASKETED SE
5 /22	11/10/21	21	C803	-02 12351	7251 U.S. BANK NATION		86.69	-86.69	TAX
5 /22	11/10/21	21		12286	5866 FASTENAL COMPANY		107.35	.00	SAND BAG/TIE
5 /22	11/10/21	21		12312	5333 MEDALLION SUPPLY		460.59	.00	MC W/GRND
5 /22	11/10/21	21		12288	6306 FLO-LINE TECHNOL		426.04	.00	CA 462 RELAY SEAL LEA
5 /22	11/10/21	21	10938	-01 12275	1599 CHEMSEARCH		1,053.20	-1,053.20	WASTEWATER ECOFLOW BIO-AM
TOTAL					REPAIR/MAINT SUPPLIES	.00	3,329.61	-2,335.63	
4310					PROFESSIONAL CONTRACT SVC				
5 /22	11/10/21	21	10939	-01 12313	6245 MOORE TWINING AS		45.00	-45.00	ANALYTICAL TESTING WWTP S
5 /22	11/10/21	21	10939	-01 12313	6245 MOORE TWINING AS		45.00	-45.00	ANALYTICAL TESTING WWTP S
5 /22	11/10/21	21	10939	-01 12313	6245 MOORE TWINING AS		275.00	-275.00	ANALYTICAL TESTING WWTP S
5 /22	11/10/21	21	10905	-03 12296	5814 CITY OF HANFORD		4,085.98	-4,085.98	SEWER
5 /22	11/10/21	21	C804	-02 12347	7251 U.S. BANK NATION		500.00	-500.00	CARTEGRAGH (SEMS) FOR EPA
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,446.80	-1,446.80	LABOR TIME
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,541.10	-1,541.10	LABOR TIME
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,698.05	-1,698.05	LABOR TIME
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,857.24	-1,857.24	LABOR TIME

RUN DATE 11/12/2021 TIME 09:19:08

PEI - FUND ACCOUNTING

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 27  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC (cont'd)				
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,857.24	-1,857.24	LABOR TIME
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,946.00	-1,946.00	LABOR TIME
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,946.00	-1,946.00	LABOR TIME
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,946.00	-1,946.00	LABOR TIME
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,946.00	-1,946.00	LABOR TIME
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,946.00	-1,946.00	LABOR TIME
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,946.00	-1,946.00	LABOR TIME
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,946.00	-1,946.00	LABOR TIME
5 /22	11/10/21	21	11173	-02 12305	6795 LABOR TIME		1,946.00	-1,946.00	LABOR TIME
TOTAL					PROFESSIONAL CONTRACT SVC	.00	26,973.41	-26,973.41	
4340					UTILITIES				
5 /22	11/10/21	21		12333	6266 SPARKLETTS		70.89	.00	WATER SVC
5 /22	11/10/21	21		12324	0363 PG&E		23.81	.00	09/20/21-10/18/21
TOTAL					UTILITIES	.00	94.70	.00	
4350					REPAIR/MAINT SERVICES				
5 /22	11/10/21	21	11127	-01 12292	2410 GAR BENNETT, LLC		2,740.95	-2,740.95	INSTALLATION
5 /22	11/10/21	21	11127	-02 12292	2410 GAR BENNETT, LLC		198.72	-198.72	132" 30" DIAMETER SERIES
TOTAL					REPAIR/MAINT SERVICES	.00	2,939.67	-2,939.67	
4360					TRAINING				
5 /22	11/10/21	21		12351	7251 U.S. BANK NATION		3.45	.00	SERVICE FEE
5 /22	11/10/21	21		12293	7287 ANTHONY GARCIA		308.00	.00	EMPLOYEE REIMBURSE
5 /22	11/10/21	21		12351	7251 U.S. BANK NATION		150.00	.00	TRAINING WASTEWATER
TOTAL					TRAINING	.00	461.45	.00	
TOTAL					SEWER	.00	36,089.74	-32,248.71	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 28  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 060 - SEWER& STORM WTR DRAINAGE  
BUDGET UNIT - 5508 - ENTERPRISE DR DRAINAGE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
									CONSTRUCTION/IMPLEMENTA.
5 /22	11/10/21	21	11171	-01 12326	7228 PIRANHA PIPE PRE		7,916.00	-7,916.00	PROVIDE WET WELL
5 /22	11/10/21	21	11171	-02 12326	7228 PIRANHA PIPE PRE		530.99	-530.99	SALES TAX
TOTAL						.00	8,446.99	-8,446.99	
									CONSTRUCTION/IMPLEMENTA.
TOTAL					ENTERPRISE DR DRAINAGE	.00	8,446.99	-8,446.99	
TOTAL					SEWER& STORM WTR DRAINAGE	.00	44,536.73	-40,695.70	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 29  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 085 - PBIA  
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
					OPERATING SUPPLIES				
5 /22	11/10/21	21		12344	7251 U.S. BANK NATION		155.44	.00	DOWNTOWN EVENT
5 /22	11/10/21	21		12344	7251 U.S. BANK NATION		128.70	.00	DOWNTOWN EVENT
5 /22	11/10/21	21		12344	7251 U.S. BANK NATION		480.60	.00	DOWNTOWN EVENT
5 /22	11/10/21	21		12344	7251 U.S. BANK NATION		454.56	.00	DOWNTOWN EVENT
5 /22	11/10/21	21		12344	7251 U.S. BANK NATION		338.36	.00	DOWNTOWN EVENT
5 /22	11/10/21	21		12344	7251 U.S. BANK NATION		42.89	.00	DOWNTOWN EVENT
5 /22	11/10/21	21		12344	7251 U.S. BANK NATION		93.73	.00	DOWNTOWN EVENT
TOTAL					OPERATING SUPPLIES	.00	1,694.28	.00	
TOTAL					PBIA	.00	1,694.28	.00	
TOTAL					PBIA	.00	1,694.28	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 30  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 155 - HOUSING AUTHORITY FUND  
BUDGET UNIT - 4953 - HOUSING AUTHORITY FUNDS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4485									
	5 /22	11/10/21	21	12276	1000 CITY OF LEMOORE		55.42	.00	023-530-011-000
	5 /22	11/10/21	21	12276	1000 CITY OF LEMOORE		55.42	.00	023-530-015-000
	5 /22	11/10/21	21	12276	1000 CITY OF LEMOORE		55.42	.00	023-530-016-000
	5 /22	11/10/21	21	12276	1000 CITY OF LEMOORE		55.42	.00	023-530-017-000
TOTAL						.00	221.68	.00	
TOTAL						.00	221.68	.00	
TOTAL						.00	221.68	.00	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 31  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11156	-01 12362	6694 WILL DAN FINANCIA		1,535.33	-1,535.33	ANNUAL ASSESSMENT LLMD ZO
5 /22	11/10/21	21	11032	-01 12360	7238 WESTSCAPES		3,583.00	-3,583.00	LLMD 01 MONTHLY LANDSCAPE
TOTAL						.00	5,118.33	-5,118.33	
TOTAL						.00	5,118.33	-5,118.33	
TOTAL						.00	5,118.33	-5,118.33	



PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 32  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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									
5 /22	11/10/21	21	11031	-01 12360	7238 WESTSCAPES		452.00	-452.00	LLMD 03 MONTHLY LANDSCAPE
5 /22	11/10/21	21	11156	-02 12362	6694 WILLDAN FINANCIA		283.92	-283.92	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	735.92	-735.92	
TOTAL						.00	735.92	-735.92	
TOTAL						.00	735.92	-735.92	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 33  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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									
	5 /22	11/10/21	21 11156	-03 12362	6694 WILL DAN FINANCIA		29.95	-29.95	ANNUAL ASSESSMENT LLMD ZO
	5 /22	11/10/21	21 11030	-01 12360	7238 WESTSCAPES		75.00	-75.00	LLMD ZONE 05 MONTHLY LAND
TOTAL						.00	104.95	-104.95	
TOTAL						.00	104.95	-104.95	
TOTAL						.00	104.95	-104.95	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 34  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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									
5 /22	11/10/21	21	11029	-01 12360	7238 WESTSCAPES		81.00	-81.00	50% LLMD 06 MONTHLY LANDS
5 /22	11/10/21	21	11156	-04 12362	6694 WILLDAN FINANCIA		31.95	-31.95	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	112.95	-112.95	
TOTAL						.00	112.95	-112.95	
TOTAL						.00	112.95	-112.95	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 35  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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									
5 /22	11/10/21	21	11156	-05 12362	6694 WILL DAN FINANCIA		67.01	-67.01	ANNUAL ASSESSMENT LLMD ZO
5 /22	11/10/21	21	11028	-01 12360	7238 WESTSCAPES		291.00	-291.00	LLMD 07 MONTHLY LANDSCAPE
TOTAL						.00	358.01	-358.01	
TOTAL						.00	358.01	-358.01	
TOTAL						.00	358.01	-358.01	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 36  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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									
5 /22	11/10/21	21	11027	-01 12360	7238 WESTSCAPES		412.00	-412.00	LLMD 08A MONTHLY LANDSCAP
5 /22	11/10/21	21	11156	-06 12362	6694 WILLDAN FINANCIA		141.29	-141.29	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	553.29	-553.29	
TOTAL						.00	553.29	-553.29	
TOTAL						.00	553.29	-553.29	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 37  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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									
5 /22	11/10/21	21	11156	-07 12362	6694 WILL DAN FINANCIA		290.83	-290.83	ANNUAL ASSESSMENT LLMD ZO
5 /22	11/10/21	21	11026	-01 12360	7238 WESTSCAPES		434.00	-434.00	LLMD 08B MONTHLY LANDSCAP
TOTAL						.00	724.83	-724.83	
TOTAL						.00	724.83	-724.83	
TOTAL						.00	724.83	-724.83	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 38  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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									
5 /22	11/10/21	21	11025	-01 12360	7238 WESTSCAPES		295.00	-295.00	LLMD 09 MONTHLY LANDSCAPE
5 /22	11/10/21	21	11156	-08 12362	6694 WILLDAN FINANCIA		101.86	-101.86	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	396.86	-396.86	
TOTAL						.00	396.86	-396.86	
TOTAL						.00	396.86	-396.86	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 39  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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									
5 /22	11/10/21	21	11156	-09 12362	6694 WILL DAN FINANCIA		311.29	-311.29	ANNUAL ASSESSMENT LLMD ZO
5 /22	11/10/21	21	11024	-01 12360	7238 WESTSCAPES		817.00	-817.00	LLMD 10 MONTHLY LANDSCAPE
TOTAL						.00	1,128.29	-1,128.29	
TOTAL						.00	1,128.29	-1,128.29	
TOTAL						.00	1,128.29	-1,128.29	



PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 40  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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									
5 /22	11/10/21	21	11023	-01 12360	7238 WESTSCAPES		89.50	-89.50	50% LLMD 11 MONTHLY LANDS
5 /22	11/10/21	21	11156	-10 12362	6694 WILLDAN FINANCIA		32.13	-32.13	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	121.63	-121.63	
TOTAL						.00	121.63	-121.63	
TOTAL						.00	121.63	-121.63	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 41  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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									
	5 /22	11/10/21	21 11156	-11 12362	6694 WILL DAN FINANCIA		337.05	-337.05	ANNUAL ASSESSMENT LLMD ZO
	5 /22	11/10/21	21 11022	-01 12360	7238 WESTSCAPES		1,778.00	-1,778.00	LLMD 12 MONTHLY LANDSCAPE
TOTAL						.00	2,115.05	-2,115.05	
TOTAL						.00	2,115.05	-2,115.05	
TOTAL						.00	2,115.05	-2,115.05	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 42  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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									
	5 /22	11/10/21	21 11021	-01 12360	7238 WESTSCAPES		252.00	-252.00	LLMD 13 MONTHLY LANDSCAPE
	5 /22	11/10/21	21 11156	-12 12362	6694 WILLDAN FINANCIA		108.04	-108.04	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	360.04	-360.04	
TOTAL						.00	360.04	-360.04	
TOTAL						.00	360.04	-360.04	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 43  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11156	-13 12362	6694 WILL DAN FINANCIA		511.49	-511.49	ANNUAL ASSESSMENT PFMD ZO
5 /22	11/10/21	21	11020	-01 12360	7238 WESTSCAPES		599.00	-599.00	PFMD 01 MONTHLY LANDSCAPE
TOTAL						.00	1,110.49	-1,110.49	
TOTAL						.00	1,110.49	-1,110.49	
TOTAL						.00	1,110.49	-1,110.49	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 44  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11156	-14 12362	6694 WILL DAN FINANCIA		957.57	-957.57	ANNUAL ASSESSMENT PFMD ZO
5 /22	11/10/21	21	11036	-01 12360	7238 WESTSCAPES		1,771.00	-1,771.00	PFMD 02 MONTHLY LANDSCAPE
TOTAL						.00	2,728.57	-2,728.57	
TOTAL						.00	2,728.57	-2,728.57	
TOTAL						.00	2,728.57	-2,728.57	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 45  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11037	-01 12360	7238 WESTSCAPES		525.00	-525.00	PFMD 03 MONTHLY LANDSCAPE
5 /22	11/10/21	21	11156	-15 12362	6694 WILLDAN FINANCIA		312.58	-312.58	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	837.58	-837.58	
TOTAL						.00	837.58	-837.58	
TOTAL						.00	837.58	-837.58	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 46  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11156	-16 12362	6694 WILL DAN FINANCIA		407.24	-407.24	ANNUAL ASSESSMENT PFMD ZO
5 /22	11/10/21	21	11038	-01 12360	7238 WESTSCAPES		439.00	-439.00	PFMD 04 MONTHLY LANDSCAPE
TOTAL						.00	846.24	-846.24	
TOTAL						.00	846.24	-846.24	
TOTAL						.00	846.24	-846.24	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 47  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11035	-01 12360	7238 WESTSCAPES		634.00	-634.00	PFMD 05 MONTHLY LANDSCAPE
5 /22	11/10/21	21	11156	-17 12362	6694 WILLDAN FINANCIA		401.89	-401.89	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	1,035.89	-1,035.89	
TOTAL						.00	1,035.89	-1,035.89	
TOTAL						.00	1,035.89	-1,035.89	



PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 48  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11156	-18 12362	6694 WILL DAN FINANCIA		396.72	-396.72	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	396.72	-396.72	
TOTAL						.00	396.72	-396.72	
TOTAL						.00	396.72	-396.72	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 49  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 257 - PFMD ZONE 7  
BUDGET UNIT - 4877 - PFMD ZONE 7

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11156	-19 12362	6694 WILL DAN FINANCIA		60.28	-60.28	ANNUAL ASSESSMENT PFMD ZO
5 /22	11/10/21	21	11029	-02 12360	7238 WESTSCAPES		81.00	-81.00	50% PFMD 07 MONTHLY LANDS
TOTAL						.00	141.28	-141.28	
TOTAL						.00	141.28	-141.28	
TOTAL						.00	141.28	-141.28	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 50  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 258 - PFMD ZONE 8  
BUDGET UNIT - 4878 - PFMD ZONE 8

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11033	-01 12360	7238 WESTSCAPES		557.00	-557.00	PFMD 01 MONTHLY LANDSCAPE
5 /22	11/10/21	21	11156	-20 12362	6694 WILLDAN FINANCIA		290.54	-290.54	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	847.54	-847.54	
TOTAL						.00	847.54	-847.54	
TOTAL						.00	847.54	-847.54	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 51  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 259 - PFMD ZONE 9  
BUDGET UNIT - 4879 - PFMD ZONE 9

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11156	-21 12362	6694 WILL DAN FINANCIA		328.72	-328.72	ANNUAL ASSESSMENT PFMD ZO
5 /22	11/10/21	21	11034	-01 12360	7238 WESTSCAPES		579.00	-579.00	PFMD 09 MONTHLY LANDSCAPE
TOTAL						.00	907.72	-907.72	
TOTAL						.00	907.72	-907.72	
TOTAL						.00	907.72	-907.72	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 52  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 260 - PFMD ZONE 10  
BUDGET UNIT - 4880 - PFMD ZONE 10

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11023	-02 12360	7238 WESTSCAPES		89.50	-89.50	50% PFMD 10 MONTHLY LANDS
5 /22	11/10/21	21	11156	-22 12362	6694 WILLDAN FINANCIA		128.62	-128.62	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	218.12	-218.12	
TOTAL						.00	218.12	-218.12	
TOTAL						.00	218.12	-218.12	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 53  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 406 - WASTEWATER CIP  
BUDGET UNIT - 5304 - WASTEWATER TREATMENT PLAN

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/10/21	21	11091	-01 12294	6965 GLOBAL WATER TEC		50,000.00	-50,000.00	TEST PERIOD - ON SITE EQU
TOTAL						.00	50,000.00	-50,000.00	
TOTAL						.00	50,000.00	-50,000.00	
TOTAL						.00	50,000.00	-50,000.00	

PEI  
DATE: 11/12/2021  
TIME: 09:19:07

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 54  
AUDIT11

SELECTION CRITERIA: transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 703 - KINGS AREA RURAL TRANSIT  
BUDGET UNIT - 4282 - KART

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4444									
5 /22	11/10/21	21		12301	6788 KART		220.00	.00	BUS PASSES
TOTAL						.00	220.00	.00	
TOTAL					KART	.00	220.00	.00	
TOTAL					KINGS AREA RURAL TRANSIT	.00	220.00	.00	
TOTAL					REPORT	.00	472,593.82	-378,624.44	

PEI  
DATE: 11/12/2021  
TIME: 09:20:24

CITY OF LEMOORE  
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.batch='VM111221'  
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
5 /22	11/10/21	21	12283	6254 DIVISION OF THE STAT		34.00	3RD QUARTER 2021
5 /22	11/10/21	21	12283	6254 DIVISION OF THE STAT		53.60	2ND QUARTER 2021
TOTAL			ACCOUNTS PAYABLE		.00	87.60	
2242			ADA&EDUCATION [SB1186]				
5 /22	11/10/21	21	12283	6254 DIVISION OF THE STAT	34.00		3RD QUARTER 2021
5 /22	11/10/21	21	12283	6254 DIVISION OF THE STAT	53.60		2ND QUARTER 2021
TOTAL			ADA&EDUCATION [SB1186]		87.60	.00	
TOTAL			GENERAL FUND		87.60	87.60	
TOTAL REPORT					87.60	87.60	