



LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
August 2, 2022

MEETING AGENDA

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

5:30 p.m. REGULAR SESSION

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

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. The public will have an opportunity to comment on items on the agenda once the item has been called and the Mayor opens the item to the public.

CEREMONIAL / PRESENTATION – Section 1

No Ceremonies or 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 – July 19, 2022
- 3-2 Approval – Resolution 2022-33 – Authorizing Continued Use of Remote Teleconferencing Provisions (AB 361)
- 3-3 Approval – Notice of Completion – CIP 5712A – Modular Building Improvements for the Lemoore Public Safety Dispatch Center
- 3-4 Approval – Notice of Completion – Lemoore SB-1 Street Improvements Project
- 3-5 Approval – Notice of Completion – CIP 5015 – Vine Street Pedestrian Path
- 3-6 Approval – Professional Services Agreement between the City of Lemoore and Retail Strategies, LLC.

- 3-7 Approval – Budget Amendment(s) and Position Allocation Amendment for Additional Full-time Staff
- 3-8 Approval – Agreement for Professional Planning Services Consultant and On-Call Consultants

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

ADJOURNMENT

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, August 16, 2022
- City Council Regular Meeting, Tuesday, September 6, 2022

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 Regular City Council Agenda for the meeting of August 2, 2022 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on July 29, 2022.

//s//

Marisa Avalos, City Clerk

CITY OF LEMOORE
CITY COUNCIL REGULAR MEETING
AUGUST 2, 2022 @ 5:30 p.m.

All upcoming regular and special City Council meetings **will be open to 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/83740031408?pwd=SEMwTG5rUm9yajRtZ2pFZ3FOT0ZRQT09>
- Meeting ID: 837 4003 1408
- Passcode: 858440
- Phone: +1 669 900 6833

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

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

General Public Comments & Comments on City Council Business Items

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

Public Hearings

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

comment on a public hearing item is received after the close of the public hearing, such comment will be made part of the meeting minutes, provided that such comment is received prior to the end of the meeting.

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

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

**July 19, 2022 Minutes
Lemoore City Council Meeting
Study Session Meeting**

CALL TO ORDER:

At 7:02 p.m., the meeting was called to order.

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

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

STUDY SESSION

SS-1 Kings County Association of Governments Presentation (KCAG) (Avalos)

Staff with Kings County Association of Governments presented to the Council which included:

- *Who is KCAG and what do we do?*
 - *Metropolitan Planning Organization for the Kings County Region*
 - *Association of local governments with all four Cities and County of Kings members.*
 - *One of 18 in California and 381 nationwide.*
 - *Administer the flow of federal and state transportation funding to our member agencies.*
- *What is Kings Regional Vision?*
 - *This is an update to the Regional Transportation Plan including Sustainable Communities Strategy.*
 - *Guides transportation investments, priorities, and plans.*
 - *Focus on regional issues and multiple modes.*
 - *Link with land use, housing, & employment.*
 - *Cover 25 years through 2046.*
- *What must the plan do?*
 - *Have a shared vision of all the Cities and County.*
 - *Be financially sound.*
 - *Emphasize system preservation.*
 - *Provide prioritized list of transportation projects.*
 - *Meet state and federal requirements.*
- *Scenario Development*
- *Scenario Testing*
- *Workshops*

At 7:15 p.m., Council adjourned.

July 19, 2022 Minutes
Lemoore City Council Meeting
Regular Meeting

CALL TO ORDER:

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

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

City Staff and contract employees present: City Manager Olson; City Attorney Lerner; Police Chief Kendall; Public Works Director Rivera; Fire Chief German; Community Services Manager Greenlee; Community Services Officer Perez; Community Services Officer Estrella; City Clerk Avalos.

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

No agenda approvals, additions or deletions.

PUBLIC COMMENT

Philip Wren with Bird Street Brewing expressed concerns about the communications between the City and downtown businesses. A lot of the issues stemmed from COVID in 2020. He stated that his phone calls are not returned. He said that other downtown business owners feel the same.

Anne Hodgson submitted an email to be read into the record regarding the golf course and downtown businesses in Lemoore.

CEREMONIAL / PRESENTATION – Section 1

1-1 Westlands Water District Scholarship Presentation (Matthews)

Elizabeth Jonassen introduced Westlands Water District two students from Lemoore who will be receiving their annual scholarship. The students who will be awarded the scholarship are Dylan McDonald and Noah Noval.

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

Police Chief Kendall stated there are currently two vacancies for full time officer. The positions will be filled by internal Reserve Officers. A vacant Corporal position was filled. Officer Ryan O'Barr was promoted effective August 8th. There has been some movement in specialty units. Officer Brian Ferreira will be assigned to K9. He will be traveling to pick out a dog for the City. Staff are currently moving into the new dispatch building. On August 10th at 12:00 p.m. at the Hanford Civic Auditorium the Greater Kings County Chamber will be hosting the Public Safety Appreciation Luncheon.

Public Works Director Rivera updated Council on current Public Works projects. Getting additional quotes for Bush Street. Grinding, Paving and Striping is upcoming. 48 inch Storm drain line project will be complete within the next three weeks. Well Tank #7

City Manager Olson informed Council that the County approved the beef harvesting plant project last week. There was a condition of 420 cows per day maximum. He stated that ground has been

broken at the Johnny Quick location. Lennar Hosuing project is still ongoing. A lot of water is being moved to put pipe in the ground. Staff met with Niagra water this week. Niagra is on the search for a location for a new facility. Staff represented well. Volunteer Fire Department has been awarded \$2 million dollars from a grant from Hurtado and Salas' office. That was good news. Flag football signups end on August 4th. We are always looking for coaches.

CONSENT CALENDAR – Section 3

- 3-1 Approval – Minutes – Regular Meeting – July 5, 2022
- 3-2 Approval – Agreement between the County of Kings and the City of Lemoore to Provide a Sub Award for FY 2020 State Homeland Security Grant Programs Funding

Motion by Council Member Orth, seconded by Council Member Gornick, to approve the Consent Calendar, as presented.

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

PUBLIC HEARINGS – Section 4

- 4-1 4-1 Public Hearing – Abatement of Public Nuisances (Rivera)

Public Hearing opened: 7:59 p.m.

Spoke: Jennifer Solis

Public Hearing closed: 8:01 p.m.

Motion by Council Member Orth, seconded by Council Member Gornick, to approve moving forward with the abatement process.

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

NEW BUSINESS – Section 5

No New Business.

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

- 6-1 City Council Reports / Requests

Council Member Chaney thanked City staff, Police, and Fire for an excellent job. He congratulated Corporal O'Barr.

Council Member Gornick congratulated Corporal O'Barr. He also congratulated the Fire Department on receiving the grant. He had questions and concerns in regards to ferrell cats.

Council Member Orth announced that Saturday, July 23rd the Lemoore Little League will be hosting the State Championship. He thanked City staff and congratulated Corporal O'Barr on his promotion. Rockin' the Arbor is on Friday.

Mayor Pro Tem Matthews thanked all City employees and volunteers. Congratulated Officer Sadie Risk on her swearing in. She attended Rockin' the Arbor last week. Bike Night at the Fleet Reserve has been cancelled. She thanked Senator Hurtado and Sala's in regards to the grant the Fire Department will be receiving.

ADJOURNMENT

At 8:10 p.m., Council adjourned.

Approved the 2nd day of August 2022.

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: June 22, 2022

Meeting Date: August 2, 2022

Subject: Resolution 2022-33 – 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 2022-33, 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 May 23, 2022. In addition, AB 361 requires the City make specified findings every 30 days thereafter. Such additional findings were made by the City Council on June 15, 2022 and July 5, 2022.

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 2022-33, Authorizing the City Manager to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361.

Attachments:

- ☒ Resolution: 2022-33
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

Review:

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

Date:

07/27/2022
07/28/2022
07/29/2022
07/28/2022

RESOLUTION NO. 2022-33

**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 May 23, 2022; 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 May 23, 2022, June 15, 2022 and July 5, 2022 with the approval of Resolutions No. 2022-22, 2022-25 and 2022-29; 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 Department of Public Health in its August 28, 2021 press release urged “...everyone to physical distance themselves from others...” and further recommends as a “very effective” step that people can take: “Stay in your home as much as possible. The only exceptions should be for getting food and/or necessary household supplies, medications and medical treatments.”

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 2nd day of August 2022,
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Stuart Lyons
Mayor



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Staff Report

Item No: 3-3

To: Lemoore City Council

From: Randon Reeder- Management Analyst

Date: July 23, 2022

Meeting Date: August 2, 2022

Subject: Notice of Completion – CIP 5712A – Modular Building Improvements for the Lemoore Public Safety Dispatch Center

Strategic Initiative:

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

Proposed Motion:

Approve the filing of the Notice of Completion for CIP 5712A – Modular Building Improvements for the Lemoore Public Safety Dispatch Center and authorize the City Manager or his designee to sign document for recordation.

Subject/Discussion:

Staff received approval from City Council on April 16, 2019 to award the bid for Site Improvements for the Lemoore Public Safety Dispatch Center to JTS Modular Inc..

The project consisted of constructing a dispatch center for the Lemoore Police Department and the Lemoore Volunteer Fire Department. The project has been completed per plans, specifications and change orders. City staff is requesting that City Council approve the Notice of Completion. Approving the Notice of Completion will begin the release process of any retention and bond funds due to JTS Modular Inc. The final invoice will be released to the contractor following the recordation of the Notice of Completion, as long as no liens are filed against the contractor.

Financial Consideration(s):

The overall budget of this project was \$1,690,000, and the overall cost of the project was approximately \$1,677,000 coming in \$13,000 under budget.

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

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

Con:

- None noted

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends that City Council approve the filing of the Notice of Completion for CIP 5712 – Modular Building Improvements for the Lemoore Public Safety Dispatch Center and authorize the City Manager or his designee to sign document for recordation.

Attachments:

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

Review:

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

Date:

07/27/2022
07/28/2022
07/29/2022
07/28/2022

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

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

No Fee Per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code Section 9204, that:

1. On **April 16, 2019**, the City of Lemoore, entered into a contract with **JTS Modular Inc**, for the construction of **POLICE DISPATCH CENTER** in the City of Lemoore in Kings County, California, 93245, located as described in attachment A.
2. The owner of the subdivision public improvements is the City of Lemoore, a Municipal Corporation, located at 711 W. Cinnamon Drive, Lemoore, CA 93245.
3. The contractor is **JTS Modular Inc**.
4. The project was accepted by the City Council of the City of Lemoore on **August 2, 2022**.

CITY OF LEMOORE

ATTEST

Nathan Olson, City Manager:

Marisa Avalos, City Clerk

CERTIFICATE

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

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

EXECUTED this ____ day of _____, 2022 at Lemoore, California.

Frank Rivera
Public Works Director
City of Lemoore

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

Marisa Avalos, City Clerk

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

Marisa Avalos, City Clerk

Attachment A- Legal Description

521 W CINNAMON DR LEM PARCEL 1 OF PARCEL MAP RECORDED 10-06-89 IN VOLUME 11 AT PAGE 61 OF PARCEL MAPS. ALONG WITH THAT PORTION OF "H" STREET AS SHOWN ON THE MAP OF THE CITY OF LEMOORE AS RECORDED IN VOLUME OF LICENSED SURVEY PLATS AT PAGE 52 OF KINGS COUNTY RECORDS, LYING BETWEEN THE NORTHERLY PROLONGATION OF THE EASTERLY RIGHT-OF-WAY LINE OF HILL STREET AND THE NORTHERLY PROLONGATION OF THE WESTERLY RIGHT-OF-WAY LINE OF FOX STREET AS SHOWN ON SAID MAP. VACATION OF STREET RIGHT-OF-WAY, RESOLUTION # 9834, RECORDED ON 8-6-1998, DOCUMENT # 9816437. 021-500-001-000



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Staff Report

Item No: 3-4

To: Lemoore City Council

From: Randon Reeder, Management Analyst

Date: July 18, 2022

Meeting Date: August 2, 2022

Subject: Notice of Completion – Lemoore SB-1 Street Improvements Project

Strategic Initiative:

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

Proposed Motion:

Approval of the Notice of Completion for the Lemoore SB-1 Street Improvements Project, authorize the City Manager, or designee, to sign and execute the Notice of Completion.

Subject/Discussion:

Don Berry Construction Inc, the contractor for the project, began construction on March 2, 2022, and substantially completed the work on June 2, 2022. Work involved pavement rehabilitation, including full-depth replacement patching, crack-fill and HMA Overlay on Hanford-Armona Road between 19th Avenue and Liberty Drive, and also on Farallen Lane and Laurel Court. A new storm drain inlet was also completed at Farallen Lane as part of this project. The contractor has completed their work in accordance with their contract.

The project had two (2) change orders that included: 1) Modification and optimization of Phase I Farallen Lane rehabilitation, including installation of Geogrid material for stabilizing unconsolidated subgrade; and 2) Modification of material quantities, including credits where applicable, to match actual quantities used for construction activities and improvements, including materials for additional patching and crack repair along Hanford-Armona Road.

Base Contract Amount:	\$658,969.20
Change Order 001:	\$ 38,641.24
Change Order 002 (CREDIT):	<u>\$- 23,611.47</u>
Final Contract Sum:	\$673,998.97

Financial Consideration(s):

The Project was funded through the State SB-1 Program and was included into the 2021 fiscal year budget.

Alternatives or Pros/Cons:

None.

Commission/Board Recommendation:

None.

Staff Recommendation:

Staff recommends that the City Council accept the Notice of Completion for the Lemoore SB-1 Street Improvements Project and authorize the City Manager or designee to sign the Notice of Completion and the City Clerk file the Notice of Completion with the County Clerk's office.

Attachments:

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

List: Notice of Completion
DBC Letter (6/7/2022)
Draft Public NOC Agenda

Review:

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

Date:

07/27/2022
07/27/2022
07/29/2022
07/28/2022

Recording Requested By:

For the benefit of the
CITY OF LEMOORE

When Recorded Mail to:

City of Lemoore
Marisa Avalos, City Clerk
711 W. Cinnamon Drive
Lemoore, CA 93245

NOTICE OF COMPLETION**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.
2. The **FULL NAME** of the **OWNER** is City of Lemoore
3. The **FULL ADDRESS** of the **OWNER** is 711 W. Cinnamon Drive, Lemoore, CA 93245
4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(if other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names

Addresses

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** June 2, 2022

8. The work of improvement completed is described as follows: SB-1 Street Rehabilitation Project

Project includes pavement rehabilitation, including full-depth replacement patching, crack-fill and HMA Overlay at Hanford-Armona Road and Residential Streets Farallen Lane and Laurel Court. A new storm drain inlet was also completed at Farallen Lane as part of this project.

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Don Berry Construction, Inc.

10. The street address of said property is: Locations include Hanford-Armona Rd, Farallen Lane, Laurel Court

11. The property on which said work of improvement was completed is in the City of Lemoore County of [County], State of California, and is described as follows:

City Street Hanford-Armona Road, primarily between N 19th Ave and Liberty Drive, and residential streets Farallen Lane and Laurel Court.

Date

Nathan Olson, City Manager

Verification for **INDIVIDUAL** owner

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Signature of Owner named in paragraph 2

Verification for **NON-INDIVIDUAL** owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **City Manager** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Nathan Olson, City Manager

SUBSCRIBED AND SWORN TO before me on

[Notary Public], [Title]



GENERAL ENGINEERING CONTRACTOR
EARTHWORK • GRADING • PAVING
(559) 896-5700

P.O. Box 620 – Selma, CA 93662
Ph. (559) 896-5700 – Fax (559) 896-5757
California License No. 396428

June 7, 2022

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

Attn: Frank Rivera, Public Works Director

SUBJECT: SB-1 Street Improvements Project
Notice of Completion

This is to inform you that as of June 2nd, 2022, Don Berry Construction, Inc., has completed all construction work on this project.

Sincerely,

Dan Dorval

Dan Dorval
Vice President, Project Manager

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

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

No Fee Per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code Section 9204, that the interest or estate stated below herein in the real property herein described is owned by the CITY OF LEMOORE and that the City Council of the City of Lemoore, 711 W Cinnamon Drive, Lemoore, California, entered into an Agreement on November 16, 2021 with DON BERRY CONSTRUCTION, INC., for the CITY OF LEMOORE 2021 SB-1 STREET IMPROVEMENTS PROJECT CIP 5018, to perform rehabilitation to various streets in the City of Lemoore in Kings County, California 93245. Such work has been completed and accepted by the City of Lemoore on the 2nd day of August.

CITY OF LEMOORE

Nathan Olson, City Manager

ATTEST:

Marisa Avalos, City Clerk

CERTIFICATE

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

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

EXECUTED this ____ day of _____, 2022 at Lemoore, California.

Frank Rivera
Public Works Director
City of Lemoore

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

Marisa Avalos, City Clerk

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

Marisa Avalos, City Clerk



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

Staff Report

Item No: 3-5

To: Lemoore City Council

From: Randon Reeder, Management Analyst

Date: June 29, 2022

Meeting Date: August 2, 2022

Subject: Notice of Completion – CIP 5015 – Vine Street Pedestrian Path

Strategic Initiative:

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

Proposed Motion:

Approve the filing of the Notice of Completion for CIP 5015 – Vine Street Pedestrian Path and authorize the City Manager, or designee, to sign document for recordation.

Subject/Discussion:

The City of Lemoore awarded the Vine Street Pedestrian Path to Cen-Cal Paving Inc. Companies on November 13, 2020.

The project consisted of creating an asphalt pedestrian path on the East side of Vine Street from Green Lane to Caddie Loop. Cen-Cal Paving Inc. completed this project, and the final invoice will be released to the contractor following the recordation of the Notice of Completion, as long as no liens are filed against the contractor.

Financial Consideration(s):

The overall budget of this project was \$290,400 and the overall cost of the project is approximately \$149,000 coming in approximately \$141,400 under budget.

Alternatives or Pros/Cons:

Pro:

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

Con:

- None noted

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends that City Council approve the filing of the Notice of Completion for CIP 5015 – Vine Street Pedestrian Path and authorize the City Manager, or designee, to sign document for recordation.

Attachments:

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

Review:

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

Date:

07/27/2022
07/27/2022
07/29/2022
07/28/2022

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

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

No Fee Per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code Section 9204, that the interest or estate stated below herein in the real property herein described is owned by the CITY OF LEMOORE and that the City Council of the City of Lemoore, 711 W Cinnamon Drive, Lemoore, California, entered into an Agreement on October 23, 2021 with Cen-Cal Paving Inc., for the CITY OF LEMOORE VINE STREET BIKE PATH AND PEDESTRIAN FACILITY PROJECT, on the east side of Vine Street, north of Iona Avenue and south of Caddie Loop, in the City of Lemoore in Kings County, California 93245. Such work has been completed and accepted by the City of Lemoore on the 2nd day of August.

CITY OF LEMOORE

Nathan Olson, City Manager

ATTEST:

Marisa Avalos, City Clerk

CERTIFICATE

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

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

EXECUTED this ____ day of _____, 2022 at Lemoore, California.

Frank Rivera
Public Works Director
City of Lemoore

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

Marisa Avalos, City Clerk

PUBLIC AGENCY ACKNOWLEDGEMENT

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

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

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

Marisa Avalos, City Clerk



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

Staff Report

Item No: 3-6

To: Lemoore City Council
From: Nathan Olson, City Manager
Date: July 19, 2022 **Meeting Date:** August 2, 2022
Subject: Professional Services Agreement between the City of Lemoore and Retail Strategies, LLC.

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 professional services agreement between the City of Lemoore and Retail Strategies and authorize the City Manager, or designee, to execute.

Subject/Discussion:

In the fiscal year 2022-2023 operating budget, consulting services for economic development was approved. Retail Strategies provides professional consulting services in retail recruitment. Retail Strategies will assist the city with research, in-market real estate analysis, retail recruitment and provide updates on retail industry trends.

Economic Development is ever changing and as the City continues to grow it will be beneficial to partner with Retail Strategies and receive updated traffic counts, maps and demographics to better market the City.

Financial Consideration(s):

The consultant fee for Retail Strategies is \$45,000 per year. A total of \$135,000 over a three-year contract period. Approval of the contract will not result in increased expenditures for FY 2023, as the current budget includes this expenditure.

Alternatives or Pros/Cons:

Pros:

- Assist the City in retail recruitment
- Provide updated and accurate statistics

Cons:

"In God We Trust"

- Three-year commitment

Commission/Board Recommendation:

Not Applicable

Staff Recommendation:

Staff recommends approval of the professional services agreement between the City of Lemoore and Retail Strategies and authorization for the City Manager, or designee, to execute said agreement.

Attachments:

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

Review:

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

Date:

07/27/2022
07/27/2022
07/29/2022
07/28/2022

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) Lemoore, CA and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this the ____ day of _____, 2022 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. CONSULTING SERVICES. The Consultant agrees to provide the following professional consulting services to the Client (the “Services”):

- A. Research.** The Consultant will identify the Client’s retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
- B. In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
- C. Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant’s client web portal known as “Basecamp.” One market visit per calendar year is included in this agreement, additional travel outside of this agreement and requested by the Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.
- D. Updates.** The Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. **TERM.** The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to \$135,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$45,000
Year Two	On or before the 1st anniversary of the Execution Date	\$45,000
Year Three	On or before the 2 nd anniversary of the Execution Date	\$45,000

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

4. **CLIENT INFORMATION AND ACCESS.**

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Development Director (the "Client Representative"), currently Nathan Reddin. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant

increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day

period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. NOTICES. Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Lemoore, CA
711 W. Cinnamon Drive
Lemoore, CA 93245
Email: nolson@Lemoore.com
Attention: Nathan Olson

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. STANDARD TERMS.

- A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.

- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:

Lemoore, CA

By: _____

Name:

Title:

Date:

CONSULTANT:

RETAIL STRATEGIES, LLC

By: _____

Name:

Title:

Date

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the “consultant”) will provide to Lemoore, CA (the “client”).

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market’s growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and landowners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client’s designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule



711 W. 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: June 22, 2022 **Meeting Date:** August 2, 2022
Subject: Budget Amendment(s) and Position Allocation Amendment for Additional Full-time Staff

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 budget amendment(s) and position allocation amendments for additional full time staff in Facilities Maintenance and Recreation, and authorize the City Manager, or designee, to execute all related changes.

Subject/Discussion:

The City Manager, and staff, have been assessing needs within departments and it has been determined that there is an additional need for support in Facilities Maintenance and Recreation.

Facilities Maintenance is responsible for all maintenance of City buildings, parks, and occasional streets projects. The approved FY 2023 budget included 7 personnel in facilities maintenance, however, assessment of the division's workload and increased facility rental use has necessitated an increase in personnel. The additional personnel will assist with standard janitorial services of city facilities, assist with setting up and taking down of facility rentals, and will assist with miscellaneous streets related projects which may include sidewalk repair for the City.

Additionally, the City had one retirement in Recreation, as well as a resignation, both occurring in the Recreation Coordinator functions. The FY 2023 approved budget included over \$50,000 in part time salaries for two part time Recreation Specialist positions. Upon review of organization needs and staff, City Staff is requesting a reduction in part time positions and in increase of one full-time Recreation Specialist position. The addition is necessary in order to assist with programming that occurs after standard working hours have

"In God We Trust"

completed, and on weekends. The City is also actively recruiting for replacement of the two Coordinator positions that were already approved in the budget.

Financial Consideration(s):

The requests will result in an increase in general fund expenditures of approximately \$147,000; \$137,000 increase in Facilities Maintenance and \$10,000 to Recreation. The funding would come from the general fund reserves.

Alternatives or Pros/Cons:

Pros:

- Increased customer service
- Increased oversight of recreation programming
- Facilities Maintenance support
- Facility rental support

Cons:

- Increased expenditures to the general fund

Commission/Board Recommendation:

Not Applicable

Staff Recommendation:

Staff recommends approval of budget amendments and position allocation revisions, and authorization for the City Manager, or designee, to execute the necessary modifications.

Attachments:

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

Review:

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

Date:

07/27/2022
07/28/2022
07/29/2022
07/28/2022

SCHEDULE 4

POSITION ALLOCATION DETAIL

		2021-2022 Adopted	2021-2022 Amended	2022-2023 Proposed
<u>DEPARTMENT - DIVISIONS</u>				
4220	MAINTENANCE	7.00	7.00	9.00
	Superintendent	1.00	1.00	1.00
	Coordinator	1.00	1.00	1.00
	Maintenance Worker I/II	5.00	5.00	7.00
4242	RECREATION	2.00	2.00	3.50
	Community Services Manager	-	-	0.50
	Recreation Coordinator	2.00	2.00	2.00
	Recreation Specialist	-	-	1.00

SCHEDULE 4
SUMMARY OF POSITIONS

	2019-2020 Actual	2020-2021 Actual	2021-2022 Adopted	2021-2022 Amended	2022-2023 Proposed
<u>DEPARTMENT - DIVISIONS</u>					
4213 CITY MANAGER	2.00	2.00	2.00	2.00	2.00
4214 CITY CLERK	0.50	0.50	0.50	0.50	0.50
4215 FINANCE	4.50	3.50	3.50	3.50	3.50
4216 COMMUNITY DEVELOPMENT	2.00	1.50	1.50	1.00	1.00
4220 MAINTENANCE	3.50	7.00	7.00	7.00	9.00
4221 POLICE	41.00	40.00	41.00	41.00	43.00
4222 FIRE	2.00	2.00	2.00	2.00	2.00
4224 BUILDING INSPECTION	3.00	4.50	4.50	4.00	4.50
4230 PUBLIC WORKS ADMINISTRATION	4.00	4.00	4.00	5.00	5.50
4231 STREETS	5.00	-	-	-	-
4241 PARKS	4.50	-	-	-	-
4242 RECREATION	4.00	2.00	2.00	2.00	3.50
4296 INFORMATION TECHNOLOGY	1.00	1.00	1.00	2.00	2.00
4297 HUMAN RESOURCES	1.00	-	1.00	1.00	1.50
GENERAL FUND POSITION TOTAL	78.00	68.00	70.00	71.00	78.00
4265 FLEET MAINTENANCE	2.00	2.00	2.00	2.00	2.00
4250 WATER	13.00	13.50	13.00	13.00	13.00
4251 UTILITY BILLING	3.00	3.00	2.00	2.00	3.00
4256 REFUSE	14.00	14.00	14.00	14.00	14.00
4260 WASTEWATER	12.00	12.00	12.00	12.00	13.00
ENTERPRISE FUND POSITION TOTAL	44.00	44.50	43.00	43.00	45.00
GRAND TOTAL:	122.00	112.50	113.00	114.00	123.00

SCHEDULE 4

POSITION ALLOCATION DETAIL

		2021-2022 Adopted	2021-2022 Amended	2022-2023 Proposed
<u>DEPARTMENT - DIVISIONS</u>				
4220	MAINTENANCE	7.00	7.00	9.00
	Superintendent	1.00	1.00	1.00
	Coordinator	1.00	1.00	1.00
	Maintenance Worker I/II	5.00	5.00	7.00
4242	RECREATION	2.00	2.00	3.50
	Community Services Manager	-	-	0.50
	Recreation Coordinator	2.00	2.00	2.00
	Recreation Specialist	-	-	1.00



CITY OF LEMOORE

BUDGET AMENDMENT FORM

Date: 7/27/2022	Request By: Michelle Speer
Requesting Department: Administrative Services	

TYPE OF BUDGET AMENDMENT REQUEST:

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

FROM:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
001		1010		\$ (10,300.00)	\$ (10,300.00)

TO:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
001	4242	4010	\$ 171,200.00	\$ 37,600.00	\$ 208,800.00
001	4242	4030	\$ 50,300.00	\$ (30,100.00)	\$ 20,200.00
001	4242	4110	\$ 17,200.00	\$ 600.00	\$ 17,800.00
001	4242	4130	\$ 64,000.00	\$ (29,900.00)	\$ 34,100.00
001	4242	4140	\$ 45,000.00	\$ 31,200.00	\$ 76,200.00
001	4242	4150	\$ 400.00	\$ 200.00	\$ 600.00
001	4242	4170	\$ 1,900.00	\$ 700.00	\$ 2,600.00

JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

ADDITION OF FULL TIME RECREATION STAFF AND REDUCTION OF PART TIME STAFF

APPROVALS:

Department Head:	Date:
City Manager:	Date:
Completed By:	Date:



CITY OF LEMOORE BUDGET AMENDMENT FORM

Date: 7/27/2022	Request By: Michelle Speer
Requesting Department: Administrative Services	

TYPE OF BUDGET AMENDMENT REQUEST:

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

FROM:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
001		1010		\$ (137,100.00)	\$ (137,100.00)

TO:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
001	4220	4010	\$ 383,800.00	\$ 76,800.00	\$ 460,600.00
001	4220	4120	\$ 30,100.00	\$ 5,700.00	\$ 35,800.00
001	4220	4130	\$ 64,100.00	\$ 100.00	\$ 64,200.00
001	4220	4140	\$ 111,800.00	\$ 52,900.00	\$ 164,700.00
001	4220	4150	\$ 1,100.00	\$ 400.00	\$ 1,500.00
001	4220	4170	\$ 1,400.00	\$ 400.00	\$ 1,800.00
001	4220	4190	\$ 4,300.00	\$ 800.00	\$ 5,100.00

JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

ADDITION OF FACILITIES MAINTENANCE STAFF

APPROVALS:

Department Head:	Date:
City Manager:	Date:
Completed By:	Date:



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

Staff Report

Item No: 3-8

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: July 20, 2022 Meeting Date: August 2, 2022

Subject: Agreement for Professional Planning Services Consultant and On-Call Consultants

Strategic Initiative:

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

Proposed Motion:

Award the “Professional Planning Services Consultant” contract to perform the normal functions of a professional City Planner to QK, Inc. and award the “On-Call Consultants” contracts to QK, Precision, and LSA to perform planning services for various projects assigned by the City as needed, including those projects that require procurement, and authorize the City Manager, or designee, to execute contract documents.

Subject/Discussion:

On May 3, 2022 the City began the procurement process for a “Professional Planning Services Consultant” to perform the normal functions of a professional City Planner and “On-Call Consultants” to perform planning services for various projects assigned by the City as needed. The City received and evaluated one SOQ for Professional Planning Services Consultant from QK and three SOQ’s for On-Call Consultants from QK, Precision, and LSA. The City received one other SOQ that was rejected during the evaluation process.

Since June of 2013 QK has provided contract planning services for the City, reviewing development applications, plans, and maps to ensure consistency with the City’s General Plan, Zoning Ordinance, State Subdivision Map Act, Housing laws, and CEQA requirements. The QK staff assigned to the City serve as extension of City staff and take

on the role of City Planner, preparing staff reports for discretionary planning projects, participating in meetings and regional planning activities, providing assistance with special projects, and conducting and or overseeing environmental review, and providing analysis and assessments of traffic, City services and infrastructure as needed. QK staff assigned to the City have provided the highest level of service, while maintaining a pleasant working relationship with City staff.

Staff is recommending that City Council continue the partnership with QK and award them the contract for Professional Planning Services Consultant to augment the day to day services provided by the Community Development Department (Planning) and also award On-Call Consultant contracts to QK, Precision, and LSA. The contracts will include the scope of work outlined below as well as other planning services to be provided as needed for projects that require special expertise and or procurement:

- 1) Comprehensive and Environmental Planning
- 2) Processing Land Development Projects and Subdivisions
- 3) Housing Law/Studies and Grant Projects
- 4) Landscape Architecture
- 5) Biology and Environmental Services
- 6) Surveying/GIS

The procurement for planning consultant services will reduce the number of staff members needed to ensure compliance with state and federal standards, while continuing to provide development consistency and maintain a strong foundation for planning practices in the future.

Financial Consideration(s):

The cost for planning consulting for Fiscal Year 2022-2023 is not expected to exceed \$100,000. This is funded through the general fund and is included in the FY 22/23 budget.

Alternatives or Pros/Cons:

Pros:

- More cost effective than hiring a full-time staff member with the required qualifications.
- City has direct access to multiple consultant staff members with various areas of expertise that would otherwise require a salaried employee or procurement.

Cons:

- None noted

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff is recommending that City Council award QK, Inc. the contract for Professional Planning Services Consultant and award On-Call Consultant contracts to QK, Precision, and LSA and authorize the City Manager, or designee, to execute contracts.

Attachments:

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

Review:

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

Date:

07/27/2022
07/29/2022
07/29/2022
07/28/2022

CONTRACT AGREEMENT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES ("Agreement") is effective as of [INSERT DATE] and is between the CITY OF LEMOORE, a California municipal corporation ("City"), and [INSERT COMPANY NAME], a California professional corporation ("Consultant"). City and Consultant each are a "Party," and collectively, the "Parties," to this Agreement.

City requires the services of a qualified Consultant with a range of expertise necessary to carry out the normal functions of a professional City Planner, including, but not limited to, development review, findings of consistency with local, state and federal law, CEQA review and technical studies, and activities associated with special projects. City issued a Request for Qualifications for and City Planning Services and On-Call Consultants incorporated herein by reference.

Consultant warrants that it is specifically trained, experienced, expert and competent to perform such services required by the City as demonstrated in the Proposal attached hereto as Exhibit "A."

The City and the Consultant therefore agree as follows:

1. **Scope of Work.** City retains Consultant to provide all the services, equipment and materials necessary to complete the work described in the attached Exhibit "B."
2. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
3. **City Planner.** City designates Consultant's employee [INSERT NAME OF EMPLOYEE] to serve under this Agreement as City Planner of the City of Lemoore. As the designated City Planner, [INSERT NAME] shall be responsible for personally providing or supervising all of Consultant's work under this Agreement and otherwise functioning as the City Planner.
4. **Term.** Subject to termination under section 10 below, the initial term of this Agreement shall be for the period of three (3) years beginning with the effective date of this Agreement; City shall have the right to extend the term of this Agreement for two consecutive one-year renewal terms.
5. **Ownership, Delivery, Release, and Reproduction of Information.** All documents, information and materials of any type prepared by the Consultant under this Agreement shall be the property of the City, whether completed or in process. Consultant shall not permit the reproduction, release, or use of such documents, information, and materials by any other person except as permitted by this Agreement.
 - a. City shall upon request provide Consultant with access to all information and data in its possession which are required in connection with the consulting services, including, but not limited to, pertinent environmental reports and supporting technical documents.
 - b. City shall upon request provide Consultant with access to, and make all provisions necessary to enter upon, public or private lands as required for Consultant to perform work under this Agreement.

- c. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" if Consultant gives City prior notice of such court order or subpoena.
- d. Consultant shall promptly notify City Manager or designee if Consultant, its officers, employees, agents or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any proposed responses to discovery requests to be provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.
- e. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

6. Subcontractors. Consultant is authorized to subcontract any specialized work, provided that the City Manager or designee has given its written approval of each subcontractor in advance of the engagement of the subcontractor. Consultant shall be responsible for payment of subcontractor and shall require subcontractor to comply with this Agreement.

7. Compensation. City shall pay to Consultant in arrears as compensation in full for all work required by this Agreement a sum not to exceed in any fiscal year the total amount allotted for such services in the City's annual budget. In no event shall Consultant be paid more than \$750,000 over the initial three (3) year term for services provided pursuant to this Agreement.

Consultant's compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the Consultant's Fee Schedule appearing in Exhibit "C." The Consultant's Fee Schedule shown in Exhibit "C" shall remain in effect for the initial term of this Agreement and may be changed annually thereafter upon approval of the City Manager or designee. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement. Consultant shall submit to City monthly itemized invoices for the services rendered. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, then City shall pay the undisputed portion within the thirty day period, and at the same time advise Consultant in writing of the disputed portion.

8. Indemnification. Consultant shall defend, indemnify and hold harmless the City, City Council members, employees, volunteers, agents, and city officials from and against claims, loss, liability, suits and damages ("Claims"), including attorney fees, to the extent caused by the Consultant's negligent acts, errors or omissions or willful misconduct.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either Party from its obligations to indemnify as to any Claims so long as the event upon which such Claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by either Party, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity provision shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Insurance. Consultant shall procure the following required insurance coverages at its sole cost and expense and shall maintain in full force and effect for the period covered by this Agreement such insurance against claims for injuries to persons or damages to property which may arise from or in connection with negligent acts, errors or omissions in performance of work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

Minimum Scope

Coverage shall be at least as broad as the following:

Errors and Omissions Insurance. Not less than \$1,000,000 per claim and \$1,000,000 in the aggregate during the performance of this Agreement. The consultant agrees to purchase and maintain errors and omissions coverage providing coverage for a minimum of two years after completion of this Agreement.

General Liability Insurance. Insurance Service Office form number GL0002 (Ed. 1/73) or its equivalent, covering Commercial Liability and Insurance Services Office form GL 0404 or its equivalent, covering Broad Form Commercial General Liability coverage ("occurrence" form CG 0001) not less than \$1,000,000 combined single limit 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 the project or the general aggregate limit shall be twice the occurrence limit.

Automobile Liability Insurance. Insurance Service Office form number CA0001 (Ed 1/78), or its equivalent covering Automobile Liability, code 1 "any auto" and endorsement CA 0025, or its equivalent, not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance limits as required by Labor Code of the State of California; Employers' Liability Insurance limits of \$1,000,000.

Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved in writing 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, City Council members, employees, volunteers, agents, and city officials; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

- a. General Liability and Automobile Liability Coverages.

1. The City, City Council members, employees, volunteers, agents, and city officials are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, City Council members, employees, volunteers, agents, and city officials.
2. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. **Vendor's liability policies shall be primary and shall not seek contribution from the City's coverage.**
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, City Council members, employees, volunteers, agents, and city officials.
4. The Consultant'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.
- b. Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, City Council members, employees, volunteers, agents, and city officials for losses arising from work performed by the Consultant for the City.
- c. All Coverages. Coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

Acceptability of Insurers

- a. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. However, the minimum Best's rating required of the professional liability insurer is A:V.
- b. Any changes in insurance required herein must be approved in writing by the City Attorney's Office.
- c. The Consultant shall provide certificates of said insurance within fifteen (15) calendar days of the effective date of this Agreement.

11. Termination of Agreement. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days' advanced written notice of intent to terminate the contract. In the event of such termination, Consultant shall be paid for work completed to the date of termination, and any such work completed shall become property of the City.

12. Compliance with Federal, State and Local Laws. Consultant shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, Kings County, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has, and will maintain in effect all proper licensing and permits necessary to providing the described services, including, but not limited to, [INSERT NAME]'s licensure as a California registered professional [INSERT PROFESSION]. Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant funds, Consultant's performance will be in:

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees.)
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants or construction or repair).
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees required by Federal grant program legislation.)
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
- e. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.
- f. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- g. Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.
- h. Compliance with access requirements imposed by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- i. Compliance with applicable requirements for the retention of all required records for three (3) years after grantees or sub-grantees make final payments and all other pending matters are closed.
- j. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts and sub grants of amounts in excess of \$100,000.)
- k. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871.) [53 FR 8068, 8067, Mar 11, 1988 as amended at 60 FR 19639, 19642, Apr. 19 1995]
- l. Compliance with debarment and suspension requirements under Executive Orders 12549 and 12689 for award of contracts in excess of \$25,000.
- m. Compliance with the Byrd Anti Lobbying Amendment (31 U.S.C. 1352) for contracts of \$100,000 or more.

- n. Compliance with applicable requirements pursuant to section 6002 Solid Waste Disposal Act (42 U.S.C 6962), as amended by the Resource Conservation and Recovery Act.

13. City of Lemoore Business License. Consultant and each of its subcontractors will obtain and maintain a valid business license from the City of Lemoore during the term of this Agreement.

14. Attorney's Fees. If either Party institutes an action or proceeding for a declaration of rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if either Party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

15. Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in Kings County.

16. Amendment or Modification. This Agreement may be amended or modified only by written agreement of the Parties hereto. The Parties agree to meet and confer in good faith if amendments or modifications are proposed.

17. Savings Clause and Entirety. If any material provision of this Agreement shall for any reason be held invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining provisions of this Agreement.

18. Records of Consultant. Records of Consultant's direct personnel and reimbursable expenses pertaining to services under this Agreement shall be kept on a generally recognized accounting basis, and shall be available for inspection by City or its designees at reasonable times.

19. Assignment. Consultant shall not assign this Agreement, or any part thereof, or any monies due hereunder, without the prior written consent of City.

20. No Third-Party Beneficiary Rights. The Parties agree that no provision of this Agreement shall in any way inure to the benefit of any third-person or entity, including applicants for City development permits, so as to constitute any such person or entity as a third-person beneficiary of this Agreement or of any of its terms or otherwise give rise to any cause of action in any person or entity not a party to this Agreement.

21. Waiver. Waiver by either Party of any term of this Agreement shall not constitute a waiver of any other term. Waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

22. Non-discrimination. In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, or any other protected characteristic under federal state, or local law. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, national origin, or any other protected characteristic under federal state, or local law. Such action shall include, but not limited to, the following:

employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The City is an equal opportunity employer and requires that all consultants comply with policies and regulations concerning equal employment opportunity. The designated City Planner and other personnel of Consultant working on City projects will be required to comply with City policies and practices. Prior to the commencement of work, the designated City Planner must show evidence of having completed the two hour AB 1234 Ethics in Public Service training as well as the state-mandated two hour supervisory Prevention of Sexual Harassment training. The designated City Planner will be required to complete subsequent ethics and sexual harassment training in the same manner as City's Department heads are required to complete such training.

23. Notices. The City department responsible for administering this Agreement is the Community Development Department and all written communications hereunder with the City shall be addressed to the City Manager. All notices, statements, reports, approvals, or requests or other communications, that are required either expressly, or by implication, to be given by either Party to the other under this Agreement shall be in writing and signed for each Party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. Post Office for delivery. Unless, and until formally notified otherwise, all notices shall be addressed to the Parties at their address shown below:

CITY:
CITY OF LEMOORE
[INSERT NAME]
711 W Cinnamon Dr
Lemoore, CA 93245
Attn: [INSERT TITLE]

CONSULTANT:
[INSERT NAME AND ADDRESS]

Attn: President

24. Agent of City. In performing the services required under this Agreement, Consultant is acting as an agent, but not an employee, of City, subject to the general supervision and control of its governing body and City Manager or designee. As such, Consultant shall be entitled to the same immunities and protections as any other City employee exercising discretion under all applicable statutes, regulations, and judicial and administrative precedent, subject to City's rights of action against Consultant for any professional errors or omissions of Consultant. Consultant shall have no right to any or all employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to or on behalf of its employees, all legally-required employee benefits. In addition, Consultant shall be solely responsible and save City harmless from all matters relating to payment of the Consultant's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement Consultant may be providing services to others unrelated to City or to this Agreement.

25. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

26. Conflicts of Interest. Consultant covenants that neither the designated City Planner, nor any officer or principal of Consultant, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which in any way would hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. At all times, Consultant shall avoid conflicts of interest, or the appearance of any conflicts of interest,

with the interests of City in the performance of this Agreement. The designated City Planner is a “designated employee” under City’s Conflict-of-Interest Code and so shall file all required statements of economic interest.

27. New and Entire Agreement. Upon the effective date of this Agreement, all other agreements between the Parties for the provisions of the services described herein are superseded. This Agreement represents the full and entire agreement between the Parties hereto with respect to the matters covered herein.

28. Signature in Counterparts. This Agreement may be signed in any number of counterparts, including facsimile copies which shall be treated as originals, all of which, taken together shall constitute the same instrument.

29. Guarantee of Authority. The persons signing this Agreement guarantee they are legally authorized to sign the Agreement on behalf of the designated Party and that such execution binds the designated Party to the terms of this Agreement.

CITY OF LEMOORE

[INSERT NAME OF PLANNING SERVICES FIRM]

By _____
Nathan Olson, City Manager

By _____
[INSERT NAME], President

By _____
[INSERT NAME], Secretary

Approved as to form:

Mary Lerner, City Attorney



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

Staff Report

To: Lemoore City Council
From: Marisa Avalos, City Clerk
Date: July 25, 2022
Subject: Activity Update

Meeting Date: August 2, 2022

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

Reports

➤ Warrant Register – FY 22/23

July 22, 2022

Warrant Register 7-22-2022

PEI
DATE: 07/21/2022
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
1 /23	07/21/22	21	11550	-01 14731	1738 UNION PACIFIC RA		5,304.50	-5,304.50	FY23 LEASE- RENT - 27
TOTAL						.00	5,304.50	-5,304.50	
TOTAL						.00	5,304.50	-5,304.50	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
1 /23	07/21/22	21	11551	-01 14725	5329 QSI 2011 INC DBA		5,406.36	-5,406.36	FY23 SILVER LEVEL QU
TOTAL						.00	5,406.36	-5,406.36	
TOTAL					CITY CLERK'S OFFICE	.00	5,406.36	-5,406.36	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	1 /23	07/21/22	21	14722	7317 ODP BUSINESS SOL		8.09	.00	FY23 STAPLER, EON FUL
	1 /23	07/21/22	21	14722	7317 ODP BUSINESS SOL		105.45	.00	FY23 PAPER
TOTAL						.00	113.54	.00	
4310									
	1 /23	07/21/22	21	14718	7148 LOOMIS		253.88	.00	FY22 ARMORED CAR SERV
TOTAL						.00	253.88	.00	
4340									
	1 /23	07/21/22	21	14700	5048 AT&T MOBILITY		49.25	.00	FY22 6/3/22-7/2/22
TOTAL						.00	49.25	.00	
TOTAL						.00	416.67	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
1 /23	07/21/22	21		14706	5866 FASTENAL COMPANY		93.92	.00	FY23 TOWELS
1 /23	07/21/22	21		14708	0521 GRAINGER		179.08	.00	FY23 FIRST AID KIT
1 /23	07/21/22	21		14708	0521 GRAINGER		212.33	.00	FY23 FULL BODY HARNES
TOTAL			OPERATING SUPPLIES			.00	485.33	.00	
4310			PROFESSIONAL CONTRACT SVC						
1 /23	07/21/22	21		14712	0242 JORGENSEN COMPAN		1,487.91	.00	FY22 ANNUAL FX SERVIC
TOTAL			PROFESSIONAL CONTRACT SVC			.00	1,487.91	.00	
4340			UTILITIES						
1 /23	07/21/22	21		14700	5048 AT&T MOBILITY		261.34	.00	FY22 6/3/22-7/2/22
TOTAL			UTILITIES			.00	261.34	.00	
TOTAL			MAINTENANCE DIVISION			.00	2,234.58	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
1 /23	07/21/22	21		14719	0650 LORD'S UNIFORMS		139.32	.00	FY23 J. ESTRELLA
TOTAL						.00	139.32	.00	
4310									
1 /23	07/21/22	21		14713	0772 COUNTY OF KINGS		3,685.00	.00	FY22 6/1/22-6/30/22
1 /23	07/21/22	21	11544	-01 14728	5912 SUN RIDGE SYSTEM		27,835.00	-27,835.00	FY23 RIMS ANNUAL SUPP
1 /23	07/21/22	21	11546	-01 14709	5814 CITY OF HANFORD		17,488.01	-17,488.01	FY 2022-2023 DISPATCH SER
1 /23	07/21/22	21		14714	5035 LEMOORE ANIMAL C		40.00	.00	FY22 OFFICE VISIT/EXA
1 /23	07/21/22	21		14710	6825 HEALTHWISE SERVI		217.63	.00	FY22 38 GALLON RMW
TOTAL						.00	49,265.64	-45,323.01	
4340									
1 /23	07/21/22	21		14704	6685 DIRECTV		100.99	.00	FY23 7/4/22-8/3/22
TOTAL						.00	100.99	.00	
TOTAL					POLICE	.00	49,505.95	-45,323.01	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
1 /23	07/21/22	21	11561	-01 14709	5814 CITY OF HANFORD		13,116.00	-13,116.00	FY23 LEMOORE FIRE MON
1 /23	07/21/22	21	11562	-01 14698	6981 ACTIVE911		611.00	-611.00	FY23 ACTIVE 911 RENEW
TOTAL						.00	13,727.00	-13,727.00	
TOTAL						.00	13,727.00	-13,727.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
1 /23	07/21/22	21		14700	5048 AT&T MOBILITY		147.75	.00	FY22 6/3/22-7/2/22
TOTAL						.00	147.75	.00	
TOTAL						.00	147.75	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		895.50	.00	FY22 PO#11042
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		6,508.98	.00	FY22 PO#11042
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		53.73	.00	FY22 PO#11042
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		133.20	.00	FY22 PO#11042
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		322.38	.00	FY22 PO#11042
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		339.84	.00	FY22 PO#11042
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		622.98	.00	FY22 PO#11042
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		623.97	.00	FY22 PO#11042
TOTAL					PROFESSIONAL CONTRACT SVC	.00	9,500.58	.00	
4340					UTILITIES				
1 /23	07/21/22	21		14700	5048 AT&T MOBILITY		142.72	.00	FY22 6/3/22-7/2/22
TOTAL					UTILITIES	.00	142.72	.00	
TOTAL					PUBLIC WORKS	.00	9,643.30	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
1 /23	07/21/22	21	11564	-01 14727	0428 STONEY'S SAND &		628.72	-628.72	FY23 COLD MIX POTHOLE
TOTAL						.00	628.72	-628.72	
TOTAL						.00	628.72	-628.72	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
1 /23	07/21/22	21		14720	0345 MORGAN & SLATES,		370.17	.00	FY22 WELD CUSTOMERS T
TOTAL						.00	370.17	.00	
4350									
1 /23	07/21/22	21		14726	0388 REED ELECTRIC, L		229.91	.00	FY22 LION'S PARK
1 /23	07/21/22	21		14726	0388 REED ELECTRIC, L		260.00	.00	FY22 LION PARKS KITCH
TOTAL						.00	489.91	.00	
TOTAL						.00	860.08	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
1 /23	07/21/22	21		14703	2045 BUDDY'S TROPHIES		76.15	.00	FY23 4TH JULY 5K RUN
TOTAL						.00	76.15	.00	
4340									
1 /23	07/21/22	21		14700	5048 AT&T MOBILITY		88.44	.00	FY22 6/3/22-7/2/22
TOTAL						.00	88.44	.00	
TOTAL						.00	164.59	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
1 /23	07/21/22	21		14699	7334 ARCHIVESOCIAL, I		5,988.00	.00	FY22 5/2/22-6/30/22
TOTAL						.00	5,988.00	.00	
4340									
1 /23	07/21/22	21		14700	5048 AT&T MOBILITY		418.10	.00	FY22 6/3/22-7/2/22
TOTAL						.00	418.10	.00	
TOTAL						.00	6,406.10	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
1 /23	07/21/22	21	11567	-01 14702	2836 THE BODY SHOP HE		200.00	-200.00	FY23 MONTHLY MEMBERSH
TOTAL						.00	200.00	-200.00	
4340									
1 /23	07/21/22	21		14700	5048 AT&T MOBILITY		44.22	.00	FY22 6/3/22-7/2/22
TOTAL						.00	44.22	.00	
4980									
1 /23	07/21/22	21		14717	2283 LIEBERT CASSIDY		3,472.00	.00	FY22 PROFESSIONAL SER
TOTAL						.00	3,472.00	.00	
TOTAL						.00	3,716.22	-200.00	
TOTAL						.00	98,161.82	-70,589.59	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

FUND - 033 - LOCAL TRANSPORTATION FUND
BUDGET UNIT - 5015 - VINE STREET PEDESTRIAN PA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		99.50	.00	FY22 PO#11101
TOTAL						.00	99.50	.00	
TOTAL						.00	99.50	.00	
TOTAL						.00	99.50	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

FUND - 036 - SB1 FUND
BUDGET UNIT - 5018 - 2020 SLURRY SB1 PROJECT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		859.94	.00	FY22 PO#11371
TOTAL						.00	859.94	.00	
TOTAL					2020 SLURRY SB1 PROJECT	.00	859.94	.00	
TOTAL					SB1 FUND	.00	859.94	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230					REPAIR/MAINT SUPPLIES				
1 /23	07/21/22	21		14711	6715 INTERSTATE BILLI		-526.04	.00	FY22 PIPE-EXHAUST ENG
1 /23	07/21/22	21		14711	6715 INTERSTATE BILLI		12.05	.00	FY22 KIT-STRAP&BOLTS
1 /23	07/21/22	21		14701	6145 AUTOZONE		23.58	.00	FY23 WASHER NOZZLE
1 /23	07/21/22	21		14721	6120 O'REILLY AUTO PA		382.14	.00	FY23 RAD FAN ASSM
1 /23	07/21/22	21		14711	6715 INTERSTATE BILLI		526.04	.00	FY22 PIPE-EXHAUST ENG
TOTAL					REPAIR/MAINT SUPPLIES	.00	417.77	.00	
4340					UTILITIES				
1 /23	07/21/22	21		14700	5048 AT&T MOBILITY		88.44	.00	FY22 6/3/22-7/2/22
TOTAL					UTILITIES	.00	88.44	.00	
4350					REPAIR/MAINT SERVICES				
1 /23	07/21/22	21		14735	6741 VISION GLASS WER		317.00	.00	FY22 TRUCK #102
TOTAL					REPAIR/MAINT SERVICES	.00	317.00	.00	
TOTAL					FLEET MAINTENANCE	.00	823.21	.00	
TOTAL					FLEET MAINTENANCE	.00	823.21	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
1 /23	07/21/22	21		14734	5277 VISA PETROLEUM		1,155.57	.00	FY22 DEEP WELL PUMP O
1 /23	07/21/22	21		14707	6751 FURTADO WELDING		41.95	.00	FY22 GAS ACETYLENE
TOTAL						.00	1,197.52	.00	
4310									
1 /23	07/21/22	21	11563	-01 14709	5814 CITY OF HANFORD		4,372.00	-4,372.00	FY23 WATER DISPATCH
1 /23	07/21/22	21		14733	0116 VERIZON WIRELESS		50.01	.00	FY22 6/5/22-7/4/22
TOTAL						.00	4,422.01	-4,372.00	
4340									
1 /23	07/21/22	21		14700	5048 AT&T MOBILITY		433.19	.00	FY22 6/3/22-7/2/22
TOTAL						.00	433.19	.00	
TOTAL						.00	6,052.72	-4,372.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
1 /23	07/21/22	21		14722	7317 ODP BUSINESS SOL		82.56	.00	FY23 PAPER
TOTAL						.00	82.56	.00	
4340									
1 /23	07/21/22	21		14700	5048 AT&T MOBILITY		88.44	.00	FY22 6/3/22-7/2/22
TOTAL						.00	88.44	.00	
TOTAL					UTILITY OFFICE	.00	171.00	.00	
TOTAL					WATER	.00	6,223.72	-4,372.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

FUND - 052 - WATER INCIDENT FUND
BUDGET UNIT - 4752 - WATER INCIDENT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		2,256.84	.00	FY22 PO #11157
TOTAL						.00	2,256.84	.00	
TOTAL						.00	2,256.84	.00	
TOTAL						.00	2,256.84	.00	

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
1 /23	07/21/22	21		14707	6751 FURTADO WELDING		106.99	.00	FY23 75/25 AR/CO2 300
TOTAL						.00	106.99	.00	
4310									
1 /23	07/21/22	21	11552	-01 14705	6869 WELLS FARGO BANK		657.00	-657.00	FY23 TEMP POSITION
1 /23	07/21/22	21	11563	-02 14709	5814 CITY OF HANFORD		4,372.00	-4,372.00	FY23 REFUSE DISPATCH
TOTAL						.00	5,029.00	-5,029.00	
4340									
1 /23	07/21/22	21		14700	5048 AT&T MOBILITY		535.67	.00	FY22 6/3/22-7/2/22
TOTAL						.00	535.67	.00	
TOTAL						.00	5,671.66	-5,029.00	
TOTAL						.00	5,671.66	-5,029.00	

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
1 /23	07/21/22	21		14727	0428 STONEY'S SAND &		65.10	.00	FY22 SCREENED SAND
1 /23	07/21/22	21		14708	0521 GRAINGER		135.67	.00	FY23 PAPER TOWELS
1 /23	07/21/22	21		14706	5866 FASTENAL COMPANY		245.60	.00	FY23 GLOVE
TOTAL						.00	446.37	.00	
4310									
1 /23	07/21/22	21	11563 -03	14709	5814 CITY OF HANFORD		4,372.00	-4,372.00	FY23 WASTEWATER DISPA
TOTAL						.00	4,372.00	-4,372.00	
4340									
1 /23	07/21/22	21		14723	0363 PG&E		12,253.46	.00	FY22 5/19/22-6/16/22
1 /23	07/21/22	21		14700	5048 AT&T MOBILITY		670.54	.00	FY22 6/3/22-7/2/22
TOTAL						.00	12,924.00	.00	
4350									
1 /23	07/21/22	21		14729	2799 TELSTAR INSTRUME		2,069.88	.00	FY22 5/25/22-6/28/22
TOTAL						.00	2,069.88	.00	
TOTAL					SEWER	.00	19,812.25	-4,372.00	

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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									
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		415.00	.00	FY22 PO#11072
TOTAL						.00	415.00	.00	
TOTAL						.00	415.00	.00	
TOTAL						.00	20,227.25	-4,372.00	

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350									
1 /23	07/21/22	21		14726	0388 REED ELECTRIC, L		320.84	.00	FY22 GOLF LINKS ENTRY
TOTAL						.00	320.84	.00	
TOTAL						.00	320.84	.00	
TOTAL						.00	320.84	.00	

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

FUND - 403 - STREETS CIP
BUDGET UNIT - 5013 - BUSH AVE 19TH OVERLAY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
1 /23	07/21/22	21		14724	0876 QUAD KNOPF, INC.		20,659.57	.00	FY22 PO#11372
1 /23	07/21/22	21		14730	7327 TERRA WEST CONST		245,869.50	.00	FY22 PO#11517
TOTAL					PROFESSIONAL CONTRACT SVC	.00	266,529.07	.00	
TOTAL					BUSH AVE 19TH OVERLAY	.00	266,529.07	.00	
TOTAL					STREETS CIP	.00	266,529.07	.00	

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

FUND - 406 - WASTEWATER CIP
BUDGET UNIT - 5304 - WASTEWATER TREATMENT PLAN

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
1 /23	07/21/22	21		14732	7071 VANIR CONSTRUCTI		3,150.00	.00	FY22 PO#11043
TOTAL						.00	3,150.00	.00	
TOTAL						.00	3,150.00	.00	
TOTAL						.00	3,150.00	.00	

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '800' and transact.batch='VM072222'
ACCOUNTING PERIOD: 1/23

FUND - 701 - COUNTY/SCHOOL IMPACT FEES
BUDGET UNIT - 4292 - IMPACT FEES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4430									
					SCHOOL IMPACT FEES				
1 /23	07/21/22	21		14715	0306 LEMOORE HIGH SCH		874.99	.00	FY22 5/1/22-5/31/22
1 /23	07/21/22	21		14716	0301 LEMOORE UNION SC		1,312.49	.00	FY22 5/1/22-5/31/22
1 /23	07/21/22	21		14715	0306 LEMOORE HIGH SCH		1,748.94	.00	FY22 6/1/22-6/30/22
1 /23	07/21/22	21		14716	0301 LEMOORE UNION SC		2,623.42	.00	FY22 6/1/22-6/30/22
TOTAL					SCHOOL IMPACT FEES	.00	6,559.84	.00	
TOTAL					IMPACT FEES	.00	6,559.84	.00	
TOTAL					COUNTY/SCHOOL IMPACT FEES	.00	6,559.84	.00	
TOTAL					REPORT	.00	410,883.69	-84,362.59	