

LEMOORE CITY COUNCIL COUNCIL CHAMBER 429 C STREET April 4, 2023

#### **MEETING AGENDA**

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

#### 5:30 p.m.

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

#### STUDY SESSION

- SS-1 SGMA Proposition 218 Hearing (Olson)
- SS-2 City Council Applicants for District B (Avalos)

#### 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

1-1 Recognition of Former City Council Member James Chaney (Olson)

#### DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

#### CONSENT CALENDAR - Section 3

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

- 3-1 Approval Minutes Regular Meeting March 7, 2023
- 3-2 Approval Minutes Special Meeting March 27, 2023
- 3-3 Approval Budget Amendment Donation from Lemoore Lions Club
- 3-4 Approval Resolution 2023-07 Declaring Public Nuisance and Ordering Public Hearing Regarding Property Abatement
- 3-5 Approval Resolution 2023-08 Regarding Public Transit Needs Within the City of Lemoore and Authorizing the Filing of a Claim for Transportation Development Act Funds

- 3-6 Approval Agreement between the City of Lemoore and County of Kings for the preparation of the Sixth Cycle Multi-Jurisdictional Housing Element Update
- 3-7 Approval Agreement between the City of Lemoore and Lemoore Volunteer Fire Department Association for Ancillary Services
- 3-8 Approval Purchase of a New Street Sweeper for the Refuse Division in the Amount of \$402,751.41

#### 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.

- 5-1 Report and Recommendation Audit Report for Year Ended June 30, 2022 (Speer)
- 5-2 Report and Recommendation Resolution 2023-09 Accepting the 2022 General Plan Annual Progress Report (Brandt)
- 5-3 Report and Recommendation Appointment of City Council Applicant for District B (Avalos)
- 5-4 Administration of Oath of Office Newly Appointed Council Member (Avalos)

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

6-1 City Council Reports / Requests

#### <u>ADJOURNMENT</u>

#### **Upcoming Council Meetings**

- City Council Regular Meeting, Tuesday, April 18, 2023
- City Council Regular Meeting, Tuesday, May 2, 2023

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 April 4, 2023 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on March 31, 2023.

//s//	
Marisa Avalos, City Clerk	

### CITY OF LEMOORE CITY COUNCIL REGULAR MEETING APRIL 4, 2023 @ 5:30 p.m.

The meeting may be viewed through the following Zoom Meeting:

• Please click the link below to join the webinar:

• https://us06web.zoom.us/j/89261353593?pwd=MIVTeDkzRzBVd2l2eGFhMndtVlRPdz09

• Meeting ID: 892 6135 3593

• Passcode: 710047

• Phone: +1 669 900 6833

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-email 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.\*



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## **Staff Report**

Item No: SS-1 To: **Lemoore City Council** From: Nathan Olson, City Manager March 22, 2023 Meeting Date: April 4, 2023 Date: **Subject: SGMA Proposition 218 Hearing** Strategic Initiative: ☐ Safe & Vibrant Community ☐ Growing & Dynamic Economy ☐ Fiscally Sound Government □ Operational Excellence ☐ Community & Neighborhood Livability ☐ Not Applicable

### **Proposed Motion:**

Direction from City Council.

### Subject/Discussion:

To secure funding for the Groundwater Sustainability Plans, many GSA's have decided to conduct a Proposition 218 hearing election for an assessment. The City has the option to be included in the Prop 218 hearing or the City can decide to fund Lemoore's SFKGSA portion from the water fund for \$112,800 annually.

#### Financial Consideration(s):

The city's portion to the GSA would be \$112,800 annually from the water fund.

#### <u>Alternatives or Pros/Cons:</u>

Not Applicable.

#### **Commission/Board Recommendation:**

Not Applicable.

### Staff Recommendation:

Direction from City Council.

Attachments:	Review:	Date:
☐ Resolution:		03/29/2023
☐ Ordinance:	□ City Attorney	03/31/2023
□ Map	□ City Clerk	03/30/2023
☐ Contract	□ City Manager	03/28/2023
☐ Other		
List:		



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## **Staff Report**

Item No: SS-2

То:	To: Lemoore City Council		
From:	Marisa Avalos, City Clerk		
Date:	Date: March 22, 2023 Meeting Date: April 4, 2023		
Subject:	Subject: City Council Applicants for District B		
Strategic	Initiative:		
□ Saf	e & Vibrant Community	☐ Growing & Dynamic Economy	
☐ Fisc	cally Sound Government	□ Operational Excellence	
☐ Cor	mmunity & Neighborhood Livability	☐ Not Applicable	

### **Proposed Motion:**

Information only.

#### Subject/Discussion:

One City Council Member vacancy in District B occurred on February 13, 2023. The vacancies were posted at City Hall, the City website, the City Facebook page, the City Instagram application and the NextDoor application. Applications were received from the following: (applications are listed in alphabetical order)

#### **District B**

David Brown Ed Martin John Garza Parrish Cope

#### Financial Consideration(s):

\$300 per month per City Council Member. This amount is already projected within the approved Fiscal Year 2022-2023 budget.

# **Alternatives or Pros/Cons:**

# Pros:

• Fills vacancy on the City Council.

## Cons:

None.

# Commission/Board Recommendation: Not Applicable.

# Staff Recommendation: Information only.

Attachments:	Review:	Date:
☐ Resolution:	⋈ Asst. City Manager	03/29/2023
☐ Ordinance:	□ City Attorney	03/31/2023
□ Map	□ City Clerk	03/30/2023
☐ Contract	☐ City Manager	
Other		
List: Applications		



City of

LEMOORE

CALIFORNIA

CITY CITY OF 11 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003

Office of the City Manager

# PPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name Dave Brown	
Address	Telephone#_n/a
E-mail address	Cell#
Business Name n/a	
Business Address n/a	
Position Held n/a	Business Phone # n/a
How long have you resided in Lemoore 21 years	Are you a registered voter Yes
Would you be available for meetings in the daytim	e evenings obth
Please indicate the Commission or Advisory Committee	for which you wish to apply:
City Council Planning Commission	Parks & Recreation Commission
District Downtown Merchants Ad	visory Committee
MAN A S OF S SUBSTITUTE 122	(2)

What are your principle areas of interest in our City government:

Economic Development, Public Safety, Budget/Fiscal Responsibility, Drinking Water Quality, City Infrastructure Quality to include Utility Infrastructure Quality-City owned and non city owned. Strategic Planning, Community Planning, Communications Infrastructure, Education, City Services. Maintain good working relationships with government and non government entities both internal and external to our city.

List education, training or special knowledge which might be relevant to this appointment:

Applied Sciences Community College of the Air Force, Airport Management Hawthorne College NH. Management, Attended three CA League of Cities Educational Conferences. Received training in Communications, Leadership, Transportation Road Design, Construction/Mechanical Utility Design Planning and Estimating. Facility Operations Management, Aviation Safety, Airport Management, Real Property Management, Community Planning, Real Estate Agreements and Easements, Mutual Aid Agreements. Municipal Infrastructure Operations and Maintenance.

# Public Service Appointment Application Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

Retired USAF Aircraft Mechanic, Utilities Civil Engineering Tech. Retired US Navy Mechanical Engineer Tech Planner Estimator and Real Property Officer NAS Lemoore. Planning Commissioner Lemoore, Councilmember Lemoore, Boards and Commissions as Councilmember, KCAO, KCCOA, Kings EDC, KCAPTA, Kings Vehicle Abatement Committee, San Joaquin Valley Air Quality Control Board Special Selection Committee, South Fork Kings Sustainable Ground Water Management Act JPA Board.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

Planning Commissioner Lemoore 2012-2014, Prior Councilmember Lemoore 2016-2020, Boards and Commissions as Councilmember 2016-2020, KCCOA, Kings EDC, Kings County Area Public Transit Agency, Kings Vehicle Abatement Committee, San Joaquin Valley Air Quality Control Board Special Selection Committee, South Fork Kings Sustainable Ground Water Management Act JPA Board. City of Lemoore APRA Ad Hoc Committee Member- 2022

REMARKS: Please indicate any further information that will be of value regarding your appointment.

My experience as a Planning Commissioner, Councilmember, active member on boards and commissions as a Councilmember, my past work and civic experience has provided me with the tools to start work immediately. I am ready to represent District B and the citizens of Lemoore. I believe I understand our current councils' strategic goals and objectives and will be able to contribute to this for its success. I understand the workings of every department in our city, the relationships between our city and business, industry, agriculture, education, NAS Lemoore, West Hills College, County, State and our neighboring communities. I am ready to serve and represent our city in a respectable, honorable fashion. To be part of this team and to better our community.

Name Dave Brown	Date 16 MAR 2023	
(Please print)		_
Signature	_	



# APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name Ed Martin	
Address	Telephone#
E-mail address	Cell#
Business Name The Leader	
Business Address 991 Freedom Dr. Ler	moore, CA 93245
Position Held Publisher	Business Phone # 559-410-2411
	Are you a registered voter <u>Yes</u>
Would you be available for meetings in the daytim	e evenings obth
Please indicate the Commission or Advisory Committee	for which you wish to apply:
City Council Planning Commission	Parks & Recreation Commission
District Downtown Merchants Adv	visory Committee
What are your principle areas of interest in our City gove	rnment:
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I previously served on the Lemoore City Council from 1990 thru 2008 and served four terms as the city's mayor. I opted not to run for re-election in 2008. As councilmember and mayor I consistently advocated for affordable housing, expansion and reliability of our water system, expansion of our parklands, good roads, a reliable and competent police department, a growing Volunteer Fire Department, a vibrant recreation department, and of course the construction of West Hills College Lemoore.

List education, training or special knowledge which might be relevant to this appointment:

I have a bachelor's degree from Cal Poly, SLO, a Calif. teaching credential, and a Masters Degree in Education from Fresno State. I also served as an administrator at Lemoore High School.

# Public Service Appointment Application Page 2

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List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

I arrived in Lemoore as a newspaper editor, transitioned to education as a teacher and admin at Lemoore High School where I worked for 28 years. I was a two-time president of the Lemoore Rotary Club and enjoyed my membership in the Lemoore Oddfellows.I was a Lemoore Chamber Board Member in 1990 before running for city council. I was a founding member of Lemoore Christian Aid and for several years announced Lemoore High sporting events. In 2001 I was named the Lemoore Chamber of Commerce Citizen of the Year.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

As a councilmember I served on numerous boards and commissions including KCAG and the Cross Valley Rail Committee that connected Lemoore with Visalia via train. I also served as President of the South San Joaquin Valley League of California Cities. I was also a founding member of the Lemoore Recreation Commission and its first chair.

REMARKS: Please indicate any further information that will be of value regarding your appointment.

I was always an honest and committed councilmember and mayor, and I felt that I understood the needs and requirements of all of Lemoore's citizens, and I did my best to keep in mind their needs, and their rights, when it came to city services and the needs of the community.

Name Ed Martin			
	(Dlagge print)		
Signature			<u> </u>

<sub>Date</sub> March 10, 2023



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Office of the City Manager

# APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Johnn Garza

Name Offili Garza
Address Telephone#
E-mail address Cell #
Business Name Coalinga-Huron Unified School District
Business Address 516 Baker Street
Position Held Assistant Superintendent of Educational Services  Business Phone # 559-935-7511
How long have you resided in Lemoore 16 yrs Are you a registered voter Yes
Would you be available for meetings in the daytime evenings both
Please indicate the Commission or Advisory Committee for which you wish to apply:
City Council Planning Commission Parks & Recreation Commission
District B Downtown Merchants Advisory Committee
What are your principle areas of interest in our City government:

City government plays a crucial role in public safety, education, infrastructure to name a few. Public safety roles include police and fire services, emergency management, and disaster preparedness. City government also is responsible for maintaining & improving the infrastructure, including roads, public transportation, and utilities. In education, City officials fund and oversee public schools to ensure children have access to quality education.

List education, training or special knowledge which might be relevant to this appointment:

As the district liaison for our Local Control and Accountability Plan, I am familiar with presenting to and engaging community members. I am transparent with my goals and actions. In the plan there is a budget for spending and plan summary. I present the budget overview for parents in the community.

# Public Service Appointment Application Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

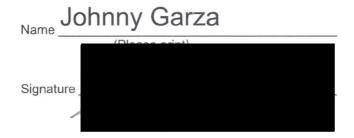
I am currently serving as an Assistant Superintendent of Educational Services for The Coalinga-Huron School District. This employment is relevant because it consist of working with the community and to be transparent with the educational partners. I will use this to serve the community of Lemoore. Transparency and communication is key to any development. I volunteered many years ago for the community baseball league as a coach and enjoyed every minute of it. This is when I decided that I wanted to move to the city of Lemoore.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

I am not a member of a government board but I do serve on The Coalinga-Huron Unified School District Board of Trustees as a district member. I present to the board any educational services contracts for approval. I present updates on state data for our schools to the board and community members. I am the writer of the Local Control and Accountability Plan for our district.

REMARKS: Please indicate any further information that will be of value regarding your appointment.

If selected, I intend to represent the interests of our community. It is important to have a good understanding of the local issues affecting our community and their needs and concerns. I pride myself on having great communication skills. I am a firm believer in effective communication and I have the ability to articulate my position on issues, listen to the concerns of the community and work collaboratively with other Council members.



<sub>Date</sub> 3-26-2023



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Office of the City Manager

# APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name Parrish Cope	
Address	Telephone#
E-mail address	Cell #
Business Name Ground Electronics	
Business Address Building #1 K street, Le	moore, 93246
	Business Phone # 559-998-1107
	Are you a registered voter Yes
Would you be available for meetings in the daytime	e evenings both
Please indicate the Commission or Advisory Committee t	for which you wish to apply:
City Council Planning Commission	Parks & Recreation Commission
District Downtown Merchants Adv	risory Committee
What are your principle areas of interest in our City gover	nment:
As a citizen, I feel it is my duty to play a role in district, but the city as a whole.	the care and development of not only my

List education, training or special knowledge which might be relevant to this appointment:

I have a Bachelors degree in Business and Management. I lead a diverse group of professionals through many challenges in support of this country.

# Public Service Appointment Application Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

I am a manager for the Department of the Navy and have filled leadership or volunteer roles in the Civil Air Patrol; Kings County Sheriff Air Unit and the Boy Scouts of America.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

No.

REMARKS: Please indicate any further information that will be of value regarding your appointment.

It would be my distinct honor to serve this community as we chart a course into the future.

Name Parri	sh Cope	0		Date3/29/2023
Signature			-	

## March 7, 2023 Minutes Lemoore City Council Meeting

CALL TO ORDER:

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

ROLL CALL: Mayor: MATTHEWS

Mayor Pro Tem: GORNICK Council Members: LYONS, ORTH

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Lerner; Public Works Director Rivera; Police Chief Kendall, Maintenance Worker Miller; Management Analyst Reeder; Deputy City Clerk Baley.

#### AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

No Agenda Additions or Deletions.

#### STUDY SESSION

SS-1 Bird Rides, Inc. (Olson)

Bird Rides provided a presentation regarding their pilot program which included:

- Our Why:
  - o Improve our communities and the lives of those around us.
- What is Bird?
  - A micro mobility company with a focus in shared electric vehicles.
- Bird's Story
  - o Founded in 2017, Bird saw instant success as a pioneer in the space,
  - Today 5 continents, 25 countries, 165M+ rides.
  - Most trusted micro mobility provider in the Country.
- > How it works:
  - Download the Bird app
  - Sign user agreement & verify age (18+)
  - Add payment
  - Complete educational tutorials
  - Enjoy the ride!
- > Pricing
  - Standard pricing \$1 to unlock + per minute fee. = \$7/ride.
  - Equitable Pricing Options Discounts available to those in government assistance programs, veterans, senior citizens, healthcare workers, students with pell grants, etc.
- ➤ Geo-Zone Technology
  - No-Ride Zones
  - No-Parking Zones
  - Slow Zones
- > Safety is top priority
  - o Bird's safety focus has driven a safety record superior to cars and micro mobility competition.

- Incidence rate of 1:50K rides.
- > Data Dashboard
  - o Report Summary
  - Map View
  - Usage Heatmaps

#### **PUBLIC COMMENT**

Alex Walker suggested placing the scooters near West Hills to help the Student Community to help them reach stores downtown in between classes. He stated that Lemoore Rotary participated in Read Across America. It was refreshing to read to Students with a paper book. Books were donated to the Library. Proud to promote literacy in Lemoore.

Nicholas Allen submitted a public comment via email in regards to Bird Street Brewery.

Michael Curnel submitted a public comment via email in regards to Bird Street Brewery.

Jennifer Solis stated an opposing view of the prior comments in regards to Bird Street Brewery. She has lived in Lemoore since 2003. There has been more new businesses opened in the last few years then the last two decades. She stated that the City can't be bullied. She stated that if the business was located in Fresno, the business would not be getting the attention from the City Manager or reached out by City Council members. She hopes a resolution can be sought after.

#### DEPARTMENT AND CITY MANAGER REPORTS - Section 2

Public Works Director Rivera stated that there is another upcoming storm this week. The last storm brought 3 inches of rain in a day and a half. 10 employees were splitting shifts during the weekend. Approximately 2,000 sandbags and 30 cubic yards were provided to the citizens. This weekend we are anticipating 2 inches of rain.

Police Chief Kendall stated there was a Police Academy Advisory Board meeting. The academy will not be able to run an extended academy class. There were less than 20 applicants. The cost to run an academy class would have not been recovered. In the current intensive class there were 52 applicants that started the class, 31 cadets are already affiliated and sponsored through the course. There are 15 cadets to recruit from and eligible to hire. Holding interviews tomorrow to fill full time officer position from reserve pool. Citizens Academy graduated last Wednesday. 11 started the program and 9 graduated. Those that graduated are eligible to apply for the Volunteers in Policing program. Annual report has been put on the website and will be doing a study session at the next Council meeting.

City Manager Olson attended ICSC in Monterey with Kristie Baley and Mayor Matthews. Met with multiple restaurants. It was a good event. Community Economic Resiliency Fund is the grant that would be eligible to be used for the K-Mart building. He stated it could possibly be a joint venture with KCAO and Kings EDC. First round of funding will be approximately \$15,000-\$25,000 for programming and planning. Met with Maverik's and they are currently going through CEQA. They will be located at 19<sup>th</sup> and lona across from the salvage yard. Dwight Young submitted an application for a BBQ restaurant at the old Pad Thai building.

#### CONSENT CALENDAR – Section 3

- 3-1 Approval Minutes Regular Meeting February 21, 2023
- 3-2 Approval Notice of Completion CIP 5013 Bush Street Overlay

- 3-3 Approval Agreement between the City of Lemoore and Granicus for a Citizen Engagement Platform
- 3-4 Approval Budget Amendment Addition of CIP for North Lemoore Wastewater Infrastructure
- 3-5 Approval Resolution 2023-05 and Lease Agreement between the City of Lemoore and Enterprise Fleet Management for Five (5) Police Vehicles.

Items 3-3 and 3-5 were pulled for separate consideration.

Motion by Council Member Lyons, seconded by Mayor Pro Tem Gornick, to approve the Consent Calendar, except items 3-3 and 3-5.

Ayes: Lyons, Gornick, Orth, Matthews

3-3 Approval – Agreement between the City of Lemoore and Granicus for a Citizen Engagement Platform

Motion by Council Member Orth, seconded by Council Member Lyons, to approve the agreement between the City of Lemoore and Granicus for a Citizen Engagement Platform.

Ayes: Orth, Lyons, Matthews

Noes: Gornick

3-5 Approval – Resolution 2023-05 and Lease Agreement between the City of Lemoore and Enterprise Fleet Management for Five (5) Police Vehicles.

Motion by Council Member Orth, seconded by Mayor Pro Tem Gornick, to approve Resolution 2023-05 and Lease Agreement between the City of Lemoore and Enterprise Fleet Management for Five (5) Police Vehicles.

Ayes: Lyons, Orth, Gornick, Matthews

#### PUBLIC HEARINGS - Section 4

No Public Hearings.

#### NEW BUSINESS - Section 5

4-1 Discussion and Direction – Vacant Council Seat – District B (Olson)

City Council directed staff to go through the process of appointment for a City Council Member in District B at the April 4, 2023 meeting. Consensus was received.

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

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

Council Member Lyons attended the Commission on Aging meeting. He thanked the Police Chief and all City employees. He stated that there is a new Fire Chief and he will hopefully attend a meeting soon.

Council Member Orth attended the KART meeting last week. Working on the KART headquarters in Hanford. Researching funding for electric buses. He thanked Public Works Director Rivera for

doing an awesome job in keeping the roads clear. He also thanked Police, Fire and City staff. It is hard to make everyone happy.

Mayor Pro Tem Gornick attended SFKGSA. He stated that there has been more snow and rain this year. This is going to be a big issue in the next couple of years. Out of the 12 GSA's in the Valley, only 6 were approved by the Department of Water Resources. SFKGSA was not approved. There is a lot of work to do and working on alternative resolutions.

Mayor Matthews attended her first LAFCO meeting after being appointed. There was no KWRA meeting this month. She attended ICSC Monterey. It was a productive conference for our City. She participated in Read Across America and read at Lemoore Elementary. She had a great time. The class asked her questions, and she had a few requests for Council. She is excited to go back. She attended the Little League opening ceremonies and Lemoore Recreation Indoor Soccer games. She will be attending the SSJVD membership meeting and the Sarah Mooney Museum Board Meeting this week. The Downtown Business Owner Roundtable meeting is on March 14<sup>th</sup>. KCAO food distribution will be March 20<sup>th</sup> at 8:00 a.m. at West Hills.

At 6:49 p.m., Council Adjourned to Closed Session.

#### **CLOSED SESSION**

Government Code Section 54957.6
 Conference with Labor Negotiator
 Agency Designated Representatives: Mary Lerner, City Attorney and Michelle Speer,
 Assistant City Manager
 Employee Organizations: General Association of Service Employees, Lemoore Police
 Officers Association, Lemoore Police Sergeants Unit, Police Professional Services
 Bargaining Unit, and Unrepresented

#### **CLOSED SESSION REPORT**

Nothing to report.	
	ADJOURNMENT
At 7:34 p.m., Council adjourned.	
Approved the 4 <sup>th</sup> day of April 2023.	
	APPROVED:
ATTEST:	Patricia Matthews, Mayor
Marisa Avalos, City Clerk	

## March 27, 2023 Minutes Lemoore City Council Special Meeting

CALL 7	CALL TO ORDER:				
	At 5:00 p.m., the meeting was called to order.				
ROLL	CALL:	Mayor: Mayor Pro Tem: Council Members:	MATTHEWS GORNICK LYONS, ORT	н	
		contract employees pr Rivera; Police Chief		anager Olson; City Attorney McCann; Public lerk Avalos.	
			NEW BUSII	<u>NESS</u>	
1-1	by the	City of Lemoore Direc	tor of Emergen	of Proclamation 2023-01 – A Proclamation cy Services Proclaiming the Existence of a vernment Code §8550 et. seq. (Olson)	
Motion by Council Member Orth, seconded by Mayor Pro Tem Gornick, to approve Resolution 2023-06, Ratifying Proclamation 2023-01 – A Proclamation by the City of Lemoore Director of Emergency Services Proclaiming the Existence of a Local Emergency Pursuant to California Government Code §8550 et. seq.					
Ayes:	Orth, G	ornick, Lyons, Matthev	VS		
			<u>ADJOURNI</u>	<u>MENT</u>	
At 5:22	2 p.m., (	Council adjourned.			
Approved the 4 <sup>th</sup> day of April 2023.					
				APPROVED:	
ATTES	ST:			Patricia Matthews, Mayor	

Marisa Avalos, City Clerk



119 Fox Street • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003

## **Staff Report**

Item No: 3-3

To: From:	Lemoore City Council Nathan Olson, City Manager				
Date:	, , ,				
Subject:	,				
Strategic	Initiative:				
□ Saf	e & Vibrant Community	☐ Growing & □	ynamic Economy		
⊠ Fiso	cally Sound Government	☐ Operational	Excellence		
⊠ Cor	nmunity & Neighborhood Livability	☐ Not Applicat	ole		

#### **Proposed Motion:**

Accept the donation from Lemoore Lions Club in the amount of \$1,000 for the Easter Celebration and approve the budget amendment, increasing expenditures in the Parks and Recreation Department budget.

#### **Subject/Discussion:**

The City will be hosting an Easter Celebration event for the community on April 8, 2023. The City and Lemoore Lions Club work together on numerous events throughout the year. The Lemoore Lions Club generously donated \$1,000 to the Parks and Recreation Department to be used for the Easter Celebration. The donation will be used on supplies needed for the event.

#### Financial Consideration(s):

The donation will be deposited in (001-3875) and the Parks and Recreation Operating Supplies expenditure account (4242-4220) will be increased by \$1,000.

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

#### Pros:

- Continued partnership between the City and Lemoore Lions Club
- Additional funds for the Easter Celebration event

#### Cons:

None noted.

## **Commission/Board Recommendation:**

Not Applicable.

## **Staff Recommendation:**

Staff recommends that City Council accept the donation from the Lemoore Lions Club in the amount of \$1,000 for the Easter Celebration and approve the budget amendment, increasing expenditures in the Parks and Recreation Department budget.

Attachments:	Review:	Date:
☐ Resolution:		03/29/2023
☐ Ordinance:	□ City Attorney	03/31/2023
□ Map	□ City Clerk	03/30/2023
☐ Contract	☐ City Manager	
Other	⊠ Finance	03/27/2023
List: Budget Amendment		



# CITY OF LEMOORE BUDGET AMENDMENT FORM

Date:	3/10/2023		Request By:	Nathan Olson		
Requestin	ng Department:		]	Parks and Recreation		
TYPF O	F BUDGET AM	MENDMENT RI	FOLIEST:			
		Transfer within B				
			Council approved Stat	f Report)		
	Tim outer appro-	priacions (ricaen	council approved sur	r report)		
FROM:		1				
Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget	
001	1010	reserves	\$ -	\$ (1,000.00)	\$ (1,000.00)	
		!	Į	<u> </u>	<u> </u>	
TO:						
Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget	
001	4242	4220	\$ 79,120.00	\$ 1,000.00	\$ 80,120.00	
					\$ -	
JUSTIFI	CATION FOR (	CHANGE/FUN	DING SOURCE:			
Donation	from Lemoore Lie	ons Club for Easte	er Celebration event			
APPROV Departme				Date:		
_						
City Man	ager:			Date:		
Completed By:				Date:		



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

## **Staff Report**

Item No: 3-4

To: Lemoore City Council

From: Alvaro Santos, Lieutenant

Date: March 15, 2023 Meeting Date: April 4, 2023

Subject: Resolution 2023-07 - Declaring Public Nuisance and Ordering Public

**Hearing Regarding Property Abatement** 

Strategic Initiative:

⊠ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	☐ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

#### **Proposed Motion:**

Approve Resolution 2023-07, declaring the property listed on Exhibit "A" as a public nuisance and set a public hearing for April 18, 2023.

#### Subject/Discussion:

Staff has found that the property listed in Exhibit "A" is in violation of Lemoore Municipal Code Title Four Chapter Four (LMC 4-4-4), and would like to proceed with the property abatement process to alleviate any hazards or health concerns. Community Services Officers have been working with the property owner for approximately one year. There has been no compliance thus far. The property owner was issued a final notice on February 15, 2023.

If a public nuisance is declared, the city can proceed to the next step of the process which would be a public hearing. The public hearing would provide an opportunity for testimony from citizens, considering any and all objections to the removal of trash, junk, debris, and scrap metal. The property owner will be provided with a copy of the approved resolution at least ten (10) days prior to the hearing. A notice of violation will also be posted at the property at least five (5) days prior to the hearing.

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

Financial impact is unknown at this time. If the City must contract for removal of trash, junk, debris, scrap metal, the City initially bears the costs. The costs are passed on to the property owners in the form of a lien against the property and will be reimbursed with the next year's taxes.

The City may also use staff to abate the properties, keeping a detailed record of the charges to be assessed as a lien and recouped when taxes are received, and file a lien against the property following Council approval of the amounts to be collected.

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

#### Alternative:

• Do not approve Resolution 2023-07 and have staff continue to work with property owners for compliance.

#### **Commission/Board Recommendation:**

Not applicable.

## **Staff Recommendation:**

Staff recommends approval of Resolution 2023-07 and recommends a public hearing be set for April 18, 2023.

Attachments:	Review:	Date:
⊠ Resolution: 2023-07		03/29/2023
☐ Ordinance:	□ City Attorney	03/31/2023
□ Map	□ City Clerk	03/30/2023
☐ Contract	☐ City Manger	
☐ Other	⊠ Finance	03/28/2023
List:		

#### **RESOLUTION NO. 2023-07**

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE DECLARING PUBLIC NUISANCE AND ORDERING A PUBLIC HEARING REGARDING PROPERTY ABATEMENT

**WHEREAS**, Lemoore Municipal Code Sections 4-4-2 through 4-4-9 provide a means for the City Council to find and declare public nuisances and order property abatement; and

WHEREAS, the City Council desires to initiate that process which will abate and remove fire/safety hazards from the City by declaring them to be public nuisances pursuant to the Municipal Code

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

- 1. The Council hereby finds and declares that public nuisances, as declared in Resolution 2023-07 Exhibit "A" be ordered for abatement with the exception of those dismissed during the public hearing.
- 2. The Police Chief, or designee is hereby directed to obtain bids, and proceed with the acquisition of a contractor, or use city staff to remove said trash/debris, scrap metal and/or fire hazard and lien the corresponding property for accrued charges for said removal in compliance with Lemoore Municipal Code Sections 4-4-2 through 4-4-9.

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a regular meeting held on the 4<sup>th</sup> day of April by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	APPROVED:
TILSI.	ATTROVED.
Marisa Avalos	Patricia Matthews
City Clerk	Mayor

## EXHIBIT "A"

No.	Address	APN
1.	743 Quince Ave. Lemoore CA.	021-770-051-000



711 West Cinnamon Drive ● Lemoore, California 93245 ● (559) 924-6700 ● Fax (559) 924-6708

## **Staff Report**

Item No: 3-5

To: Lemoore City Council

From: Randon Reeder, Management Analyst

Date: March 1, 2023 Meeting Date: April 4, 2023

Subject: Resolution 2023-08 - Regarding Public Transit Needs Within the City of

Lemoore and Authorizing the Filing of a Claim for Transportation

**Development Act Funds** 

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24224		اختما	14i1/AI
ourai	earc	IIIIIII	ative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
	☐ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

#### **Proposed Motion:**

Approve, by motion, the filing of a Notice of Exemption to certify that projects to be constructed with these funds are categorically exempt from the California Environmental Quality Act (CEQA); adopt Resolution 2023-08 making a determination regarding public transit needs; and authorize the City Manager, or designee, to submit the Transportation Development Act (TDA) Fund claim application, including any needed amendments after the Department of Finance population estimates are released on May 1.

## Subject/Discussion:

The City has received the "Estimated Fiscal Year 2023-2024" TDA Shares from Kings County Association of Governments (KCAG) regarding Fiscal Year 2023-2024 Local Transportation Fund (LTF) Claims. The estimate of funds available for apportionment is provided by the Kings County Auditor and is apportioned based on population percentages of each jurisdiction, from the most current Department of Finance population estimate.

Attached is the Article 8 Claim Form for the Kings County procedural records to request Lemoore's share of funds, a Categorical Notice of Exemption and Resolution 2023-xx.

KCAG also included an Article 3 Claim Form for Pedestrian and Bicycle Facilities funding. However, this year, as in the past none of the agencies will be requesting these funds to be separated from the general LTF shares. This procedure allows all agencies to use these monies where needed. Staff recommends that the City of Lemoore not request funds under Article 3.

Below is the estimated distribution of TDA funds for the apportionment allocated to the City of Lemoore for FY 2023-2024:

KCAG Transportation Planning Costs	\$21,358
KCAPTA System Costs	\$427,622
Local Streets and Roads – Claim Amt.	\$654,533
City of Lemoore TDA Fund Total	\$1,103,513

These figures will be adjusted around May 1 when the new state population estimates are released. Resolution 2023-08 provides that the City Manager sign and submit this claim as well as any amended claims, as may be required.

In regard to filing of an Exemption Notice, Title 14, Section 15301(c) Public Resources Code provides that rehabilitation and/or reconstruction of existing highways and streets within existing rights of ways are categorically exempt from EIR requirements.

All agencies filing a claim for funds are required to hold a public hearing to determine if unmet transit needs exist within their jurisdiction. The Kings County Area Public Transit Agency (KCAPTA) scheduled a public hearing for March 21, 2023 on behalf of its member agencies.

## Financial Consideration(s):

The funds of approximately \$654,533 will be deposited in our Local Transportation Fund (033) for use on street maintenance projects.

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

None noted.

### **Commission/Board Recommendation:**

Not applicable.

#### **Staff Recommendation:**

Staff recommends that City Council approve, by motion, the filing of a Notice of Exemption from CEQA and adopt resolution 2023-08 regarding public transit needs and authorize the City Manager, or designee, to execute and submit claim for funds and any subsequent amended claims required.

Attachments:	Review:	Date:
⊠ Resolution: 2023-08		03/29/2023
☐ Ordinance:	□ City Attorney	03/31/2023
□ Map	□ City Clerk	03/30/2023
☐ Contract	☐ City Manager	
⊠ Other	⊠ Finance	03/28/2023
List: 2023 Claim Attachment "A"		
2023 TDA Shares Attachmen	nt "B"	
Summary of Capital Improver	ments Attachment "C"	
Notice of Exemption Attachm	ent "D"	

## ATTACHMENT "D"

# **Notice of Exemption**

To:	Kings County Clerk/Recorder		City of Lemoore
	Kings County Government Cente	er	711 W Cinnamon Drive
	1400 W Lacey Blvd		Lemoore, CA 93245
	Hanford, CA 93230		
Projec	t Title: Streets and Roads Mainten	ance and Reconstruction	
Projec	t Location: Existing street rights o	of way within the Lemoore C	ity Limits
	Lemoore County: Kings		
			vehicular traffic.
	0 1 11 0 1	•	mortment City of Lamaera
Name	of Ferson of Agency Carrying Ot	Lemoore, CA 93245  Italiantenance and Reconstruction ights of way within the Lemoore City Limits  Kings ient of City streets for the benefit of vehicular traffic.  g Project: City of Lemoore ing Out Project: Public Works Department, City of Lemoore  15268);  180(b)(3); 15269(a));  10(b)(4); 15269(b)(c));  10e and section number:	
Exemp	ot Status:		
☐ Mi	nisterial (Sec. 21080(b)(1); 15268)	);	
□ De	clared Emergency (Sec. 21080(b)(	(3); 15269(a));	
□ Em	ergency Project (Sec. 21080(b)(4)	); 15269(b)(c));	
⊠ Cat	egorical Exemption. State type and	section number: <u>15301(c</u>	)
☐ Sta	tutory Exemptions. State code numb	per:	
Reason	ns why project is evenut. The pro	ject is evennt from provision	os of the California Environmental Quality Ac
	A) pursuant to section 15301(c) of the		is of the Camornia Environmental Quanty Ac
•	· ·		ghways and streets, sidewalks, gutters, bicycle
	and pedestrian trail, and similar fa	•	
	-		
Conta	ct Person: Randon Reeder	<b>Telephone:</b> 559-924-674	4 Ext 737
		- · · · · · · · · · · · · · · · · · · ·	
Nathar	ı Olson		Date
City M	anager		

#### **RESOLUTION NO. 2023-08**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE REGARDING PUBLIC TRANSIT NEEDS WITHIN THE CITY OF LEMOORE AND AUTHORIZING THE FILING OF A CLAIM FOR TRANSPORTATION DEVELOPMENT ACT FUNDS

**WHEREAS**, the Transportation Development Act provides for Local Transportation Funds (LTF) for meeting transportation needs that can be reasonably met; and

**WHEREAS**, once public transportation needs are met, the balance of the LTF may be claimed for local streets and roads; and

**WHEREAS**, the City of Lemoore has participated with the Kings County Area Public Transit Agency (KCAPTA) to provide Public Transportation for the City of Lemoore; and

WHEREAS, the Kings County Area Public Transit Agency Board, a joint powers authority, had conducted a Public Hearing on behalf of the City Council to determine if there are unmet transportation needs that are reasonable to meet; and

WHEREAS, the aforementioned service is currently meeting all transit needs that are reasonable to be met.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemoore does hereby find and determines based upon the testimony and evidence considered that there are no areas within its jurisdiction with unmet public transit needs which could be reasonably met by expansion of the existing transportation system or by the establishment of a new system.

**BE IT FUTHER RESOLVED** that the City Council of the City of Lemoore claims the unused balance of the Local Transportation Funds, not used for public transportation and transportation planning, for maintenance of local streets and roads and finds that maintenance of streets and roads is categorically exempt from environmental review.

**BE IT FUTHER RESOLVED** that the City Manager is hereby authorized to sign and submit the claim for Transportation Development Act Funds and any subsequent amended claims required.

<b>PASSED AND ADOPTED</b> by the held on 4 <sup>th</sup> day of April 2023 by the follow	e City Council of the City of Lemoore at a Regular Meeting wing vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	APPROVED:
Marisa Avalos	Patricia Matthews
City Clerk	Mayor

## **CLAIM FOR TDA FUND**

## OTHER CLAIMS ARTICLE 8

1.	Claimant:	City of Lemoore			
		711 W. Cinnamon Dr.			
		Lemoore, CA 93245			
2.	Claim for l	FY <u>2023-24</u>			
3.	Amount of	f Apportionment (estimate): 17.7986%		\$	1,103,513
4.	Purpose fo	or which claimed funds will be used:			
		Section 99400(a), Local Street and Roads provided for use by pedestrians and bicyc		\$	654,533
	and Capita	Section 99400(b), Passenger Rail Service Il Improvements (including Article 3, Sectinger Service Projects).		\$	_0
	Article 8, S	Section 99400(c), Contracted Transportati	ion Services.	\$	0
		Section 99400(d), Contracted Transportation ative and Planning.	ion Services	\$	0
		Section 99402, Transportation Planning P Article 3, Section 99233.1, RTPA Admin		\$	21,358
5.	NOTE: K	CAPTA will Claim \$ <u>427,622</u> through Ar	ticle 4.		
6.		governing body conducted a public hearing transit needs that may exist within you		e o	f soliciting comments
		NO	YES X		
7.	areas withi	governing body passed a resolution in whi in your jurisdiction with unmet public tra- ion of existing transportation systems or b	nsit needs which	coı	ald reasonably be met
		NO	YES X		
		copy of that resolution and documentation that provides the basis for the finding, a			

8.	Has your governing body passed a resolution authoring the person whose signature appears below to submit this claim?			
	NO	YES X		
9.	Proposed road maintenance and cons	truction budget for the fiscal year of this claim:		
		\$1,400,000.00		
	Include a list of road maintenance and and designate it as "Attachment C".	d construction projects for which the funds are requested	ed	
10.	Has your governing body certified enclaim?	vironmental documents for projects to be funded by th	is	
	NO	YES X		
11.	Signature and Title	Date		
	Payment for projects approved by Ko distribution in Claimant's account.	CAG will be made to Claimant as money is available for	or	

# ESTIMATED FY 2023-24 TRANSPORTATION DEVELOPMENT ACT SHARES

	F	Y 2023-24 LOCAL TRAN	SPORTATION FUND SHARE	s	AMOUNT CLAIMED	AMOUNT REMAINING
1.		Fiscal Year 2023-24 by suant to Section 6620 of ative Code:				\$6,200,000
2.	Article 3, Pedestrian	n and Bicycle Facilities:			\$124,000	\$6,200,000
			AMOUNT		(amount available)	
	Claimed to date		\$0			
3.		res of remaining LTF based on the Department of ance population estimate as of May 1, 2022:				\$6,200,000
	AGENCY	POPULATION*	PERCENTAGE	SHARE		
	Avenal	13,186 22,047	8.6737%	\$537,769		
	Corcoran Hanford	58,299	14.5024% 38.3488%	\$899,149 \$2,377,626		
•	Lemoore	27,058	17.7986%	\$1,103,513		
	Kings Co.	31,433	20.6765%	\$1,281,943		
	TOTAL	152,023	100.0000%	\$6,200,000		
4.	LTF Administration and Article 8 Transportation Planning cost for KCAG:			\$120,000	\$6,080,000	
	AGENCY	PERCENTAGE	SHARE			
	Avenal	8.6737%	\$10,408			
	Corcoran Hanford	14.5024% 38.3488%	\$17,403 \$46,019			
4	Lemoore	17.7986%	\$21,358			
	Kings Co.	20.6765%	\$24,812			
	TOTAL	100.0000%	\$120,000			
5.	Article 4, Public Tra	nsit, KART (Not Shared	by Corcoran):		\$2,000,000	\$4,080,000
	AGENCY	(Pased on Pon	PERCENTAGE & Hrs. of Service)	SHARE		
	Avenal	(based on Fop.	5.6285%	\$112,570		
	Corcoran		0.0000%	\$0		
. 4	Hanford Lemoore		58.0402% 21.3811%	\$1,160,804 \$427,622		
	Kings Co.		14.9502%	\$299,004		
	TOTAL	·	100.0000%	\$2,000,000		
6.	Article 8, Transporta (From Avenal's Sha	ation Services and Plan re)	ning, City of Avenal:		\$4,000	\$4,076,000
	AGENCY		SHARE			
	Avenal		\$4,000			
7.	Article 4, Public Tra (From Corcoran's S	4, Public Transit, Corcoran Dial-A-Ride: Corcoran's Share)			\$786,746	\$3,289,254
	AGENCY		SHARE			
	Corcoran		\$786,746			
8.	Article 8, Transporta (From Corcoran's S				\$95,000	\$3,194,254
	AGENCY		SHARE			
	Corcoran KART tick Corcoran Amtrak tic		\$0 \$95,000			
9.		shares for streets and inown in item #3 above):	roads.		\$3,194,254	\$0
	AGENCY		SHARE			
	Avenal		\$410,791			
	Corcoran		\$0			
	Hanford Lemoore		\$1,170,803 \$654,533			
	Kings Co.		\$958,127			
	TOTAL		\$3,194,254			
	Estimated FY 2023-2		mates released on May 1, 2		\$6,200,000	

<sup>\*</sup> Based on 2022 Department of Finance estimates released on May 1, 2022

2/24/2023



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#### **Staff Report**

Item No: 3-6

To: Lemoore City Council

From Steve Brandt, City Planner

Date: March 22, 2023 Meeting Date: April 4, 2023

Subject: Agreement between City of Lemoore and County of Kings for the

preparation of the Sixth Cycle Multi-Jurisdictional Housing Element

Update

Strategic Initiative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
	☐ Operational Excellence
□ Community & Neighborhood Livability	□ Not Applicable

#### **Proposed Motion:**

Approve the agreement between the City of Lemoore and the County of Kings for the preparation of the Sixth Cycle Multi-jurisdictional Housing Element Update and direct the City Manager, or designee, to sign the agreement.

#### Subject/Discussion:

The City is required by State law to update its Housing Element on a schedule set by the State Department of Housing and Community Development (HCD). The Housing Element is part of the City's General Plan. In the past three cycles, the City has chosen to join with Kings County and the cities of Hanford, Avenal, and Corcoran to prepare a Multi-jurisdictional Housing Element Update. The benefits of a combined document are consistency of policies between the jurisdictions and a significant cost savings from having to prepare one document instead of five.

The document is expected to be completed no later than January 31, 2024. The County Community Development Agency would take the lead in administering the preparation of the Housing Element Update, including the hiring of a consultant to prepare the document. The City staff will get to participate in review of consultant proposals and selection.

#### Financial Consideration(s):

The exact cost is not known at the time of this writing. Proposals from consultants are due April 3, but selection is not expected until April 17. The County has submitted an application for a grant that would cover, or at least offset, the costs. Per the proposed contract, the City of Lemoore would be responsible for 17.8% of any cost that is remaining. This is the same percentage as the population of Lemoore to the population of the entire county. The City has already obtained a LEAP grant to cover up to \$35,000 of the City's costs. If costs should exceed \$35,000, the remaining costs would come from the general fund. For that to happen, the County's grant application would have to be denied and the consultant's costs would have to exceed \$196,000. While possible, that scenario does not seem likely.

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

The Council could direct that the City prepare its own separate Housing Element and the contract does allow for an opt-out at any time. However, the costs of preparing our own separate Housing Element would be significantly higher than the proposed approach and there likely would not be enough time to meet the deadline on our own.

#### **Commission/Board Recommendation:**

None

#### **Staff Recommendation:**

Staff recommends that the Council approve the agreement and direct the City Manager to execute and return it to King County.

Attachments:	Review:	Date:
☐ Resolution:		03/29/2023
☐ Ordinance:	□ City Attorney	03/31/2023
□ Map	□ City Clerk	03/30/2023
□ Contract	☐ City Manager	
☐ Other	⊠ Finance	03/27/2023
List:		

## AGREEMENT BETWEEN THE COUNTY OF KINGS AND THE CITIES OF AVENAL, CORCORAN, HANFORD, AND LEMOORE, FOR COOPERATION IN UPDATING THE HOUSING ELEMENT OF THE KINGS COUNTY COMPREHENSIVE GENERAL PLAN PURSUANT TO GOVERNMENT CODE SECTION 65580 ET SEO.

This Agreement (the "Agreement") is entered into between the County of Kings, a political subdivision of the State of California ("County"); and the following participating agencies (individually, "City"; collectively, "Cities"):

- The City of Avenal, an incorporated city within the geographic boundaries of Kings County ("Avenal");
- The City of Corcoran, an incorporated city within the geographic boundaries of Kings County ("Corcoran");
- The City of Hanford, an incorporated city within the geographic boundaries of Kings County ("Hanford"); and
- The City of Lemoore, an incorporated city within the geographic boundaries of Kings County ("Lemoore")

(individually, a "Party"; collectively, the "Parties").

#### RECITALS

**WHEREAS**, pursuant to California Government Code section 65580, *et seq.*, every eight years local governments are required to update the housing element to their comprehensive general plan.

**WHEREAS**, the next update for County and Cities' plans are required to be completed no later than January 31, 2024;

**WHEREAS**, County, on behalf of its Community Development Agency, is advertising through a Request for Proposal ("RFP"), attached to this Agreement as **Exhibit A**, for services to update the housing element of the County's comprehensive general plan (the "Update");

**WHEREAS**, Cities each desires their updates to be consistent with that of the County, which streamlines development and eases the growth process of all local communities throughout Kings County;

**WHEREAS**, collaboration between the Parties is more likely to produce updates that provides consistency across jurisdictions;

**WHEREAS**, when contrasted with developing individual updates, collaboration between the Parties will have the added benefit of significant cost savings to each of the Parties;

**WHEREAS**, the County is eligible for grant funding to cover a substantial portion of its costs in producing the Update, further improving on the cost saving to all jurisdicitons;

**WHEREAS**, because of these factors, collaborating to produce a joint housing element update is in the best interest of all Parties;

AGREEMENT BETWEEN COUNTY OF KINGS AND THE CITIES OF AVENAL, CORCORAN, HANFORD, AND LEMOORE, REGARDING THE 2024 KINGS COUNTY MULTI-JURISDICTIONAL HOUSING ELEMENT UPDATE
Page 1 of 6

#### **NOW, THEREFORE**, The Parties agree as follows:

#### 1. TERM

This Agreement commences upon execution by all Parties. It terminates on the approval of the Update by the Parties through the legislative body or other designated officer of each Party and upon County's receipt of all remuneration owed by Cities, subject to any survivability terms contained in the Agreement.

#### 2. OBLIGATIONS OF THE PARTIES

#### A. During the RFP Process

- 1. County, through its Community Development Agency, shall oversee the RFP process, and receive all submitted proposals. County has sole discretion as to whether a proposal complies with the requirements of the RFP. County may unilaterally reject any incomplete or otherwise non-conforming proposal without presenting such proposal to the Cities for input.
- 2. Cities shall independently review and evaluate all accepted proposals, and to provide comments to County. County must receive all City comments nor more than five business days before the date designated as "Notice of Intent to Award sent to Proposers" in section 3.3 of the RFP.
- 3. County shall give Cities notice of, and allow Cities to participate in, any discussions with or presentations by any proposer intended to clarify a proposal or to determine if a proposer has the ability to perform the requested work or services.
- 4. County will have sole authority to make the final determination as to which proposer or proposers shall be awarded the contract to consult on and prepare the Update ("Update Contract"). The agreement for services shall be between County and the selected contractor or contractors ("Contractor"), with Cities recognized as participating agencies. County, in making its final determination, shall consider all input received from Cities.

Any City who objects to County's choice of Contractor may withdraw from further participation in the Update prior to the commencement of the update process. Such withdrawal must be in writing, and received by County before there is a fully executed agreement between County and Contractor.

#### **B.** During the Update Process

1. The Parties shall cooperate with Contractor in its performance of its Scope of Work under the Update Contract. The Parties shall share all relevant information with Contractor, and make all necessary contributions to the process in a timely manner.

#### C. Upon Completion of the Update

- 1. County shall provide an appropriate number of copies of the final Update to all Cities for review by their respective legislative bodies or designated officer to review.
- 2. Upon receipt, all Parties shall review the proposed update as soon as practicable. Cities shall report back to County their approval or rejection of the proposed update within a reasonable time after receipt of the proposed Update. Rejection shall state the specific reasons for the rejection, including the specific components of the Update to which the City objects. A City rejecting the proposed Update shall meet and confer with the other Parties to discuss their objection, with the intention of such meeting to formulate a resolution to the objection.

#### 3. FISCAL PROVISIONS

- **A.** County is eligible for grant funding applicable to the Update through the Kings County Association of Governments, documentation of which is attached to this Agreement as **Exhibit B**. County shall diligently pursue all available funding sources prior to and during the Update process. Should one or more Cities also be eligible for grant funding or other reimbursement, any such funds shall also be applied to the joint Update.
- **B.** Should the contract price of the Update Contract exceed the grant funding received by all Parties, the remaining contract amount shall be divided between the Parties proportionate to each Party's population pursuant to the table below:

Jurisdiction	Estimated Population 1	<b>Percent of County Population</b>	
Avenal	13,819	8.6	
Corcoran	22,535	14.8	
Hanford	58,496	38.2	
Lemoore	27,259	17.8	
County (Unincorporated)	31,334	20.6	
TOTAL	153,443	100.00%	

- **C.** County shall invoice Cities for their proportionate remuneration of contract amount. Cities shall each remit their remuneration to County within 45 days of receiving an invoice from County.
- **D.** If, after Cities have remitted their proportionate renumerations to County, any Party receives additional grant funding not previously contemplated, County will within 45 days of receipt of such additional funds refund to Cities a proportionate recompence up to the complete amount previously remitted to County by Cities.
- **E.** County shall promptly notify Cities in advance of any proposed amendment to the Update Contract affecting the price of the Update Contract.

AGREEMENT BETWEEN COUNTY OF KINGS AND THE CITIES OF AVENAL, CORCORAN, HANFORD, AND LEMOORE, REGARDING THE 2024 KINGS COUNTY MULTI-JURISDICTIONAL HOUSING ELEMENT UPDATE Page  $\bf 3$  of  $\bf 6$ 

<sup>&</sup>lt;sup>1</sup> Figures based on United States Census Bureau population estimates as of July 1, 2021.

**F.** County shall be solely responsible for ensuring that all payments due for services performed under the Agreement are delivered to Contractor.

#### 4. TERMINATION AND WITHDRAWAL

This Agreement may terminate upon the concurrence of all Parties on the condition the termination is memorialized in writing in accordance with Section 6. The withdrawal of one or more City shall not terminate this Agreement as among County and remaining Cities. A City that withdraws from this Agreement shall not be entitled to any reimbursement for funds, man-hours, or other resources invested in its performance of its obligations under this Agreement prior to the Party's withdrawal. A City that withdraws from this agreement shall not be included in the Update.

#### 5. INDEMNIFICATION AND INSURANCE

Each Party shall hold harmless, defend and indemnify the other Parties, their officials, agents, officers and employees from and against any liability, claims, actions, costs, including reasonable attorney's fees, damages, or losses of any kind, including injury or death to any person and/or damage to property, arising from, or in connection with, the performance by the other Parties or their officials, agents, officers and employees under this Agreement, except that no Party is responsible for that portion of a claim, damage, liability, cost, or expense that occurs by reason of the negligence, wrongful acts, or willful misconduct of another Party or of another Parties' officials, agents, officers, or employees. This duty to indemnify, defend, and hold harmless shall survive the termination of this Agreement as to acts or omissions giving rise to any type of liability that occurs during the term of this Agreement.

The County and Participating Agencies shall each maintain their own liability insurance coverage, against any claim of civil liability arising out of the performance of this Agreement and upon request provide appropriate evidence of such coverage to the other Parties.

#### 6. AMENDMENTS

Parties may propose amendments to this Agreement to the other Parties. No amendment to this Agreement shall be valid except in writing and approved by the legislative body or otherwise authorized officer of each of the Parties, but no amendment shall change the financial obligations of any Party without equitably changing the financial obligations of all Parties.

#### 7. NO THIRD-PARTY BENEFICIARY RELATIONSHIP

The RFP contemplates that there are no third-party beneficiaries to the Update Contract. This Agreement is not intended to, and shall not be interpreted as to, create a third-party beneficiary relationship between the parties to the Update Contract and any City.

#### 8. CONTACTS

The name and contact information for the primary representative of each Party is attached to this Agreement as **Exhibit C**. All Parties agree to notify the other Parties upon any change in that Party's primary representative. The change in a Party's primary representative shall not constitute nor require an amendment to this Agreement.

AGREEMENT BETWEEN COUNTY OF KINGS AND THE CITIES OF AVENAL, CORCORAN, HANFORD, AND LEMOORE, REGARDING THE 2024 KINGS COUNTY MULTI-JURISDICTIONAL HOUSING ELEMENT UPDATE
Page 4 of 6

#### 9. SURVIVABILITY

The Parties agree that, except in areas of the county where other law controls, the Update shall have the force of law through all jurisdictions within Kings County.

#### 10. SEVERABILITY

If any term of this Agreement, or application thereof to any person or circumstances, proves to be invalid or unenforceable, the remainder of the Agreement or the application thereof to any other person or circumstances shall not be affected, and each remaining term shall remain in full force and effect. When possible, invalid, or unenforceable terms shall be interpreted to allow for the purpose of this Agreement to be achieved to the greatest extent practicable.

#### 11. CHOICE OF LAW

This Agreement is entered into, and is fully executed, in the State of California, County of Kings. The Parties acknowledge that the laws of the State of California apply to this Agreement, and that the County of Kings is the appropriate venue for any dispute regarding the terms or application of it.

#### 12. DISPUTE RESOLUTION

In the event a dispute arises between two or more Parties over any matter covered by this Agreement, all Parties shall meet and confer to use their best efforts to resolve any such dispute.

#### 13. COUNTERPARTS

The Parties may execute this Agreement in two or more counterparts, that are to be construed as one document.

#### 14. ELECTRONIC SIGNATURES

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective Agreement.

#### 15. AUTHORITY OF SIGNATORY

The undersigned representatives for each Party affirm that they are legally authorized to enter into this Agreement on behalf of the Party they purport to represent and to bind that Party to the terms herein. Each signatory represents that the Parties are able to perform the obligations imposed under the terms of this Agreement.

#### 16. EXHIBITS AND ATTACHMENTS

The attached exhibits are integral parts of this Agreement, and are hereby incorporated by reference into this Agreement.

AGREEMENT BETWEEN COUNTY OF KINGS AND THE CITIES OF AVENAL, CORCORAN, HANFORD, AND LEMOORE, REGARDING THE 2024 KINGS COUNTY MULTI-JURISDICTIONAL HOUSING ELEMENT UPDATE

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IN WITNESS WHEREOF, the Parties executed this Agreement the day and year written below.

For the City of Avenal	For the City of Hanford
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
For the City of Corcoran	For the City of Lemoore
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:
For the County of Kings	
Ву:	
Name:	
Title:	
Date:	

#### **Attachments and Exhibits:**

**Exhibit A:** Request for Proposal

**Exhibit B:** Proposed agreement for grant funding between County of Kings and Kings County

Association of Governments

**Exhibit C:** Contact information for Participating Agencies

AGREEMENT BETWEEN COUNTY OF KINGS AND THE CITIES OF AVENAL, CORCORAN, HANFORD, AND LEMOORE, REGARDING THE 2024 KINGS COUNTY MULTI-JURISDICTIONAL HOUSING ELEMENT UPDATE
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### **PURCHASING DIVISION**

# COUNTY OF KINGS REQUEST FOR PROPOSAL NO. 2023-36

For Consulting Services to Prepare a **Housing Element Update** 

PROPOSALS DUE

April 3, 2023

AT OR BEFORE 4:00 P.M. LOCAL TIME

March 3, 2023

## SECTION 1 INTENT OF THE REQUEST FOR PROPOSAL

#### 1.1 BACKGROUND INFORMATION

The County of Kings ("County"), on behalf of the Community Development Agency, is soliciting proposals from consulting services to prepare a Housing Element update.

Proposers providing a proposal in response to this Request for Proposal ("RFP") must address each and every item in the Description of Services to be Performed, as set forth below in Section 2. In addition, proposals must be in the format set forth in Section 3.2 of this RFP. Failure to include all elements in Section 2 or submit a proposal in the required format may be grounds for rejection of the proposal.

In the event Proposers wish to take an exception to any of the requirements set forth in Section 2 or terms of the proposed contract, as attached hereto as Exhibit F, those exceptions must be clearly stated in the proposal. Failure to include any item in the specifications without taking exception will result in a waiver of the Proposer's ability to negotiate a contract term, attempt to request additional compensation for elements in Section 2 that were not included in the pricing set forth in the proposal, and may be grounds for rejection.

The County reserves the right to reject any and all proposals and/or to waive any informality or informalities in the accepted bid. The County further reserves the right to reject any and all bids with or without cause and re-issue this RFP if deemed to be in the County's best interests.

#### 1.2 LOCATION WHERE SERVICES ARE TO BE PERFORMED

Location varies with scope of work, but most of the work will be at the consultant's office, off-campus.

#### 1.3 PRICE

Proposers must include any and all information about pricing in their proposals. Although the County will base its selection upon a consideration of all factors, pricing information is required in order for the County to ensure that it is receiving the requested services or work at a fair and reasonable price. Failure to include pricing information in a proposal may result in a rejection of the proposal as non-responsive.

#### 1.4 PROPOSED TERM

The County anticipates a 13-month agreement between the County and the successful Proposer. Services shall begin within 30 days of the approval from the Kings County Board of Supervisors, approximately June 15, 2023.

#### 1.5 PROPOSERS' CONFERENCE

There will be no Proposers' conference for this RFP.

## SECTION 2 DESCRIPTION OF SERVICES TO BE PROVIDED

#### 2.1 HOUSING ELEMENT UPDATE

Kings County is currently in the process of conducting a comprehensive update of the Kings County Housing Element, which includes preparing the multijurisdictional Housing Element update for the County unincorporated areas as well as the four incorporated Cities (Avenal, Corcoran, Hanford, and Lemoore). The Kings County Community Development Agency is assigned coordination of this project and seeks proposals from qualified consultants to provide professional services for the development of the Housing Element update.

The Housing Element update is required pursuant to California Government Code Section 65580 et seq. The purpose of this project is to update the Housing Element to be internally consistent with the County and City General Plans and be in compliance with state statutes to be certified by the California Department of Housing and Community Development (HCD). The update shall contain an overview of the housing needs in the unincorporated and incorporated areas of Kings County and provide analysis of both the constraints that may impact housing development as well as the resources available to facilitate it. State Housing Element law requires that each city and county identify and analyze existing and projected housing needs within their jurisdiction and prepare goals, policies, programs, and quantified objectives to further the development, improvement, and preservation of housing. The five jurisdictions in Kings County have collectively decided to prepare a joint countywide Housing Element with administrative support from the Kings County Community Development Agency. Kings County's last Housing Element was for the planning period 2016 to 2024. This Housing Element update will be for the planning period 2024 to 2032.

Kings County is seeking one or more qualified firms (Consultant) that have experience in General Plan and Housing Element updates. An emphasis will be placed on developing a clear, concise, and legally defensible Housing Element update that meets the varied housing needs of the Kings County community. It is requested that the consultants present a scope of work and methodology for preparing the 2024-2032 Housing Element. Additionally, the Housing Element update will need to integrate the 2024-2032 Regional Housing Needs Allocation (RHNA) and other pertinent updated demographic, economic, and land use information. New HCD regulations, requirements, and practices and other relevant City, County, State, and Federal regulations that have changed since the last Housing Element update, will need to be incorporated. The consultants should indicate the interrelationship of all work products, including the depth and scope of the research proposed.

The scope of work should consider the following:

- Meetings with County and City staff, other agencies' staff, public officials, and the general public
- Coordination with other Consultants or subcontractors engaged, if necessary, in a supportive and joint effort
- Develop team assignments and a project task timeline compatible with Housing Element update due dates
- Complete an evaluation of the 2016-2024 Housing Element update
- Coordinate with County and City staff to develop a current housing inventory and complete a Housing Needs Assessment to ensure conformance with Government Code Section 65583 et seq.
- Analysis of resources that cover land inventory, site analysis, financial and administrative resources, and energy conservation
- Analysis of constraints, including governmental and nongovernmental
- Provide public review, final documents, and any appendices or references in a format acceptable to the County
- Upon completion of agency and public review, comments will be addressed and incorporated into relative context and submitted to the County for review, comment, and further revision, as necessary
- Provide timely progress updates to the Kings County Community Development Agency as requested and adhere to timelines as possible
- Prepare staff reports and other relative documents for Planning Commissions, City Councils, and Boards of Supervisors

• Effort with public outreach, including preparation of event materials, solicitation of comments, workshops, and public meetings throughout Kings County

#### Deliverables shall include:

- Project Task Timeline and Team Assignments
- Working and Final Drafts of the 2024-2032 Housing Element
- Hearing Drafts
- Public Participation Summaries
- 2024-2032 Housing Element Study
- Associated documents, appendices, and background studies
- Staff reports and related documentation
- HCD Draft of the 2024-2032 Housing Element and mandated information for certification
- Environmental documents, findings, and/or Notice of Exemption in compliance with California Environmental Quality Act (CEQA)
- Synopsis of recommended changes by HCD following the review period of HCD Draft
- HCD Certified 2024-2032 Housing Element
- 2024-2032 Housing Element Certificate Letter from HCD

#### 2016 – 2024 Housing Element:

https://www.countyofkings.com/home/showpublisheddocument/17093/636518076585130000

2016 – 2024 Housing Element Appendices:

https://www.countyofkings.com/home/showpublisheddocument/17095/636518076925170000

## SECTION 3 INSTRUCTIONS TO PROPOSERS

#### 3.1 SUBMISSION INSTRUCTIONS

Proposals must be received in the County's Purchasing Department, located at 1400 W. Lacey Blvd., Building 6, in Hanford, California at or before 4:00 p.m. local time on April 3, 2023. All proposals shall be submitted on 8 ½ x 11-inch paper and shall be bound or contained in a binder. An electronic version of the proposal must also be provided on a USB drive.

Proposers shall submit one (1) original proposal and three (3) copies. The original proposal shall be marked as "Original" on the first page of the proposal in a location and font size that are easily identifiable. All proposals must be submitted under seal in either an envelope(s) or box, which shall be clearly marked on the outside to read:

Name of Proposer RFP number and title Proposal submittal deadline and time

Proposals shall be delivered to:

Kings County Purchasing Department Attn: Evan Jones, Purchasing Manager 1400 W. Lacey Blvd, Bldg. 6 Hanford, California 93230

#### 3.2 PROPOSAL FORMAT

Proposals must be submitted in the following format. Non-conforming proposals <u>will not</u> be considered. Each section shall be clearly marked with either tabs or sections, which correspond to the sections below.

In the event any of the sections below do not apply, Proposers shall indicate "Not Applicable" in response thereto.

#### 3.2.1 SIGNATURE PAGE

Proposers must include a completed Signature Page, as attached hereto as Exhibit A, at the front of their proposals. Failure to include a completed Signature Page shall be grounds for rejection of the proposal.

#### 3.2.2 COVER LETTER

The cover letter must include the Proposer's name, address, and telephone number, as well as the name and email address of a designated contact individual. The email address provided must be available to receive service of any notices sent regarding this RFP.

#### 3.2.3 COMPANY OVERVIEW

A brief description of the company and its structure, including, but not limited to, the name(s), business address(es), and telephone number(s) of the company's officers, directors, and associates, and the name(s) and address(es) of any parent or subsidiary companies.

#### 3.2.4 SUBCONTRACTORS

If the Proposer will be using subcontractors to perform some or all of the work, the name(s) and address(es) of these subcontractors must be included, along with a description of which portion of the work or service they will perform. Said information shall be provided on the Subcontractor List, attached hereto as Exhibit B.

If the Proposer is part of a joint venture, one legal entity must be designated as the Primary Proposer. All other participants shall be considered subcontractors.

#### 3.2.5 RELEVANT EXPERIENCE

Provide a brief description of your company's past relevant experience as it relates to the requested work or services. Include a minimum of five (5) references. Each reference should include the name, address, and phone number, along with a contact person and a description of the work performed. References should be listed in the Reference List, attached hereto as Exhibit C.

#### 3.2.6 SUPPORT TEAM

Identify the individual(s) who will form the support team for performing the work or services for this RFP. Include brief descriptions of each individual's experience and a description of the role he or she will take in performing the work or service.

#### 3.2.7 TIMEFRAME FOR COMPLETION

Provide a realistic approach to complete the work or services within the timeframe provided within this RFP.

#### 3.2.8 ASSISTANCE FROM COUNTY

Provide a written summary of any information, access, or assistance you will expect or need from the County to complete the work or services within the given timeframe.

#### 3.2.9 PROJECT COST

Provide a detailed breakdown of the costs associated with the work or services to be performed as well as an overall, total, cost for the services or work to be performed. In addition, provide the proposed costs for any services or work that may be performed at the County's request, in addition to the work or services requested in this RFP, if applicable. Proposers are responsible for ensuring that all costs are set forth in this section. Failure to properly calculate costs or include additional costs will <u>not</u> be a basis for re-negotiation of the compensation for the winning bid.

Proposals must include a 60-day price guarantee.

#### 3.2.10 PROPOSED SCOPE OF WORK

Provide a summary of the work or services to be performed to be attached to the parties' agreement as a scope of work. The scope of work must be concise and address each and every requirement of the proposed work or services, as set forth in Section 2. Proposals submitted without a concise scope of work suitable to be attached to the parties' agreement as an exhibit will not be considered; copies of the proposal will <u>not</u> be accepted as a scope of work.

#### 3.2.11 ACKNOWLEDGMENT OF ADDENDA

Provide an acknowledgment of any addenda issued for this RFP, if applicable.

#### 3.2.12 EVALUATION OF THE PROPOSED AGREEMENT

Proposers must review the proposed agreement, which is attached to this RFP as Exhibit F, and acknowledge their willingness to enter into a final, negotiated agreement if awarded the bid. Proposers must list any exceptions to the terms of the proposed agreement in their proposals, acknowledge their ability to satisfy the insurance and any other requirements as set forth therein, and acknowledge their ability to abide by all other terms of the agreement. Failure to take exception to a term in the proposed contract will result in a waiver of the successful Proposer's right to negotiate that term.

The County reserves the right to negotiate any term in the proposed agreement.

#### 3.2.13 CONFLICT OF INTEREST

Proposers shall certify in their proposals that no official or employee of the County, or any business entity in which an official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring the award of this RFP.

#### 3.2.14 AFFIDAVIT OF NON-COLLUSION

Proposers shall include a completed Affidavit of Non-Collusion with their proposals on the form attached hereto as Exhibit D. Failure to include a completed Affidavit of Non-Collusion may result in the rejection of the proposal as non-responsive.

#### 3.3 TIMELINE OF EVENTS

The County expects this RFP to follow the below timeline:

March 3, 2023	Issuance of the RFP
March 10, 2023	Deadline for questions 5:00 p.m. local time
April 3, 2023	Proposals due 4:00 p.m. local time
April 17, 2023	Notice of Intent to Award sent to Proposers
May 16, 2023	Present final agreement to the Board of Supervisors for approval
June 15, 2023	Services begin

The County reserves the right to amend this schedule at any time.

#### 3.4 EVALUATION CRITERIA

The Evaluation Committee will review and score only those proposals that are deemed responsive to this RFP and presented in the format as set forth in Section 3.2. Failure to include any sections in the proposal will result in that proposal being deemed non-responsive.

During the scoring process, the Evaluation Committee may contact the Proposer's references, or any other sources deemed relevant by the Evaluation Committee as part of their review of the Proposer's qualifications to perform the requested services or work.

Selection will not be based on the lowest priced proposal, but will be based on the following criteria:

- 1. Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the County. **10 points.**
- 2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work. **15 points.**
- 3. Demonstrated technical competence and experience to perform the services or work requested in the RFP. <u>15 points</u>.
- 4. Past record of performance of similar work or services as determined by all available information. These criteria will be based not only on the information contained within the proposal, but also by discussions with the Proposers and their references, as well as other relevant entities or individuals who have used the Proposer for similar work or services. 40 points.
- 5. Proposer's demonstrated ability to perform the work or services set out in the RFP within the given time frame. **20 points**.

#### 3.5 DISCUSSION WITH PROPOSERS AND CLARIFICATIONS TO PROPOSALS

The County reserves the right to contact Proposers to seek clarification of their submitted proposals during the evaluation process. These discussions shall be solely for the purpose of ensuring that the County has a full and complete understanding of the submitted proposals and the Proposer's qualifications to perform the requested work or services. The County will not discuss the contents of other Proposer's proposals during these discussions.

#### 3.6 ORAL PRESENTATIONS

The County reserves the right to request the Proposers to make oral presentations to further explain their proposals and demonstrate their ability to perform the requested work or services. Proposers will be advised in writing whether an oral presentation will be required and, if so, when, and where said presentation shall take place.

#### 3.7 REQUESTS FOR INFORMATION OR CLARIFICATION OF RFP

Proposers are responsible for submitting any and all questions concerning the work or services set forth in Section 2 or any other aspect of this RFP no later than 5:00 pm on March 10, 2023. Questions must be presented in writing and submitted to the Purchasing Manager at the address noted above or via email at <a href="mailto:Evan.Jones@co.kings.ca.us">Evan.Jones@co.kings.ca.us</a>. Proposers must include the RFP number in their requests for information.

#### 3.8 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw or revise their proposals anytime before the submittal date. Requests to withdraw or revise proposals must be made in writing and submitted to the Purchasing Manager at the address above or via email to: <a href="mailto:Evan.Jones@co.kings.ca.us">Evan.Jones@co.kings.ca.us</a>. Proposals may not be withdrawn or revised after the submittal date.

## 3.9 SELECTION AND ANNOUNCEMENT OF APPARENT SUCCESSFUL PROPOSER

Proposals will be evaluated by an Evaluation Committee as selected by the County. The Evaluation Committee will use the Evaluation Criteria as set forth in Section 3.4 in scoring the submitted proposals and determining which proposal will be presented to the Kings County Board of Supervisors ("the Board") for approval.

Proposers will be notified of the County's decision in writing through a Notice of Intent to Award. The Notice of Intent to Award will be sent through email.

#### 3.10 PROTEST OF AWARD

Proposers who wish the protest the RFP or announcement of award must submit their protests in writing and submitted to the Purchasing Manager at the address above or via email at <a href="mailto:Evan.Jones@co.kings.ca.us">Evan.Jones@co.kings.ca.us</a>.

Protests of the process, terms, conditions, or any other aspect of the RFP must be submitted before the RFP's submittal date. Failure to submit a protest before this date will act as a waiver of the Proposer's right to protest these portions of the RFP.

Protests of the announcement of the award must be made within five (5) working days of the date of the Notice of Intent to Award. Protests must include the following information:

- 1) The name, address, telephone number, and email address of the protesting Proposer;
- 2) The signature of the protesting Proposer or the representative of the Proposer;
- 3) The RFP number;
- 4) A detailed statement of the legal or factual basis for the protest;
- 5) All documents or other records that support the Proposer's basis for the protest;
- 6) The form of relief requested; and

7) Acknowledgment of the Proposer's willingness to accept any and all notices or decisions regarding this protest and any resulting appeal via email.

Protests will be considered and responded to by the Purchasing Manager or designee within five (5) working days of the receipt of the protest. In the event the protesting Proposer wishes to appeal the decision of the Purchasing Manager or designee, said appeal shall be presented in writing to the Clerk of the Board within five (5) working days of the date of the Purchasing Manager's response.

Proposers appealing the Purchasing Manager's decision must work with the Clerk of the Board to schedule a hearing of the Proposer's appeal on the Board's agenda for the next regular meeting. The hearing will be conducted informally and will not be a full evidentiary hearing. However, the Proposer and the County will be given the opportunity to present arguments and provide evidence at the hearing.

Any evidence to be presented at the hearing must be presented to the Clerk of the Board and the Purchasing Manager at least three (3) working days prior to the scheduled hearing. Proposers may be represented by counsel, but the rules of evidence governing civil proceedings will not apply to this hearing.

The Board will issue its decision either orally at the hearing or in writing within three (3) working days of the hearing.

Any costs incurred by a Proposer in filing and pursuing a protest or appeal shall be the sole responsibility of the Proposer. The County shall not reimburse the Proposer for the costs of a protest or appeal, even if the protest or appeal results in a favorable outcome for the Proposer.

The procedures set forth above are mandatory and constitute a Proposer's sole and exclusive remedy in the event of a protest or appeal of the RFP or the award thereof. Failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest or appeal, including filing a claim or initiating legal proceedings. In addition, failure to appear at the hearing set for an appeal shall constitute a waiver of the Proposer's right to appeal.

The County reserves the right to extend any of the above timeframes as necessary. Said extensions shall be communicated to the protesting Proposer in writing via email.

## SECTION 4 NOTICE TO PROPOSERS; GENERAL INFORMATION

#### 4.1 NOTICE TO PROPOSERS

This RFP does not constitute an agreement or offer of employment between the County and the Proposers. The costs of preparing proposals shall be the sole obligation of the Proposers. Once submitted, all proposals become the property of the County.

The successful Proposer shall be considered an independent consultant and not an agent, officer, or employee of the County or entitled to any benefits arising therefrom.

#### 4.2 CONFIDENTIALITY

Proposals are only confidential during the evaluation process. Once an agreement has been signed between the County and the successful Proposer, any and all proposals shall be subject to disclosure under the California Public Records Act ("the Act") as found under Section 7920 *et seq.* of the Government Code. Proposers are therefore responsible for ensuring that they have <u>not</u> included any confidential information in their proposals, such as trade secrets, social security numbers, or proprietary information.

Proposers are hereby put on notice that the County will not redact any portions of the submitted proposals when releasing them pursuant to a request under the Act.

#### 4.3 LATE PROPOSALS

The County assumes no responsibility for the submission of late proposals. It is the sole responsibility of the Proposers to ensure their proposals are received in the Purchasing Division. The County will not accept proposals via email or fax. Late proposals will not be considered.

#### 4.4 ADDENDA TO THE RFP

Proposers must carefully examine the specifications set forth in Section 2 and submit any and all questions or requests for information to the County no later than 5:00 pm on March 10, 2023 as set forth in Section 3.7. Failure to submit a request for information before the designated date will result in a waiver of the Proposer's right to protest any award under this RFP on the basis of the process, terms, conditions, or claimed ambiguity regarding this RFP.

The County reserves the right to make corrections via written addenda to this RFP as needed prior to the submittal date. Addenda shall only be valid if issued in writing; oral

communications about this RFP with County employees will not be binding on the County unless set forth in a written addendum.

Addenda shall be posted on the County's website under the Purchasing Division tab under the section dedicated to this RFP and available in hard copy in the office of the Purchasing Manager. Proposers must acknowledge any and all addenda issued by signing and dating the addenda and including them with the proposal.

Proposers are solely responsible for checking the County's website and contacting the Purchasing Manager prior to the submittal date to ensure that they are aware of and acknowledge any and all addenda in their proposals. Failure to acknowledge and include any or all addenda may result in the proposal being deemed non-responsive.

## 4.5 COMMUNICATIONS WITH THE EVALUATION COMMITTEE OR COUNTY STAFF

Proposers shall not contact any member of the Evaluation Committee or any other County employee during the evaluation phase for this RFP unless contacted by the Evaluation Committee as allowed under Sections 3.5 or 3.6. Proposers who contact County personnel in an attempt to badger, cajole, bribe, influence, or obtain confidential information about the evaluations of the proposals during the evaluation phase may have their proposals declared disqualified from consideration.

#### 4.6 FALSE OR MISLEADING STATEMENTS

Proposals containing false or misleading statements, or which include references that do not support an attribute or skill claimed by the Proposer, may be rejected as non-responsive to this RFP.

If the County determines that a Proposer's false or misleading statements were provided with intent to mislead the County in its evaluation of the proposal, the proposal will be deemed non-responsive. The County reserves the right to also prohibit the Proposer from submitting proposals for work or services under future RFPs.

## 4.7 PREVAILING WAGE AND REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

The work or services set forth in Section 2 may constitute a public work for purposes of California's prevailing wage laws. Proposers shall be solely responsible for determining whether the proposed work is a public work and subject to the payment of prevailing wage and registration with the Department of Industrial Relations for the audit of the same. Proposers who fail to verify whether the work or services requested in this RFP constitute a public work and are subject to California's prevailing wage laws when

calculating the amount of their bids shall <u>not</u> be allowed to amend the proposed amount to account for this mistake.

#### 4.8 NEWS RELEASES

Proposers shall not issue news releases pertaining to the award resulting from this RFP without prior written approval of the County.

#### **EXHIBIT A**

#### SIGNATURE PAGE

(Proposer to complete and place in front of proposal)

Individual/Company:	
Address:	
Contact Person's name:	
Contact Person's title:	
Contact Person's telephone number:	
Contact Person's email address:	
The undersigned hereby certifies that he/she is a duly a and has the authority to submit this proposal and sign of that all statements made in the proposal are accurate an provide the work or services requested in this Request and will comply with all terms and conditions of the prestipulated through a written exception.	on behalf of the organization and assure ad truthful. The undersigned agrees to for Proposal at the price contained therein
Authorized Representative – Name	Title
Authorized Representative's signature	
Business License No. (if applicable):	
(Hanford)	
(Kings County)	
Professional License No. (if applicable):	

#### **EXHIBIT B**

#### SUBCONTRACTOR LIST

(Proposer to complete and return with proposal)

Subcontractor No. 1 - Name:	
Address:	
Contact Person:	
Email:	
Amount of work or services to be performed (pe	rcentage):
Types of work or services to be performed:	
Subcontractor No. 2 - Name:	
Address:	
Contact Person:	
Email:	
Amount of work or services to be performed (pe	rcentage):
Types of work or services to be performed:	
Subcontractor No. 3 - Name:	
Address:	
Contact Person:	
Email:	
Amount of work or services to be performed (pe	rcentage):
Types of work or services to be performed:	

#### **EXHIBIT C**

#### REFERENCE LIST

(Proposer to complete and return with proposal)

List five (5) references where the same or similar work or services were provided.

Reference No. 1 – Name:	
	Title:
Email:	Telephone No.:
	Date and type of work or services performed:
Reference No. 2 – Name:	
Address:	
	Title:
Email:	Telephone No.:
Amount of contract:	Date and type of work or services performed:
D.C. N. 2 N	
Address:	
Contact Person:	Title:
Fmail:	Telephone No :

Amount of contract:	Date and type of work or services performed:	
Reference No. 4 – Name:		
	Title:	
Email:	Telephone No.:	
Amount of contract:	Date and type of work or services performed:	
Reference No. 5 – Name:		
Address:		
Contact Person:	Title:	
Email:	Telephone No.:	
	Date and type of work or services performed:	

#### **EXHIBIT D**

#### AFFIDAVIT OF NON-COLLUSION

#### I hereby affirm that:

- 1) I am the Proposer (if Proposer is an individual), a partner of the Proposer (if the Proposer is a partnership), or an officer or employee of the Proposer having authority to sign on the Proposer's behalf (if Proposer is a corporation).
- 2) The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, or without agreement, understanding, or planned common course of action with, any other vendor or materials, supplies, equipment, or services described in the request for proposal, designed to limit the independent bidding or competition.
- 3) The contents of the proposal have not been communicated by the Proposer or its employees or agents, to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.
- 4) I have fully informed myself regarding the accuracy of the statements made on this affidavit.

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

Executed in:		, on	:	by
	(City)	(State)	(Date)	
		Name of Proposer		
		Address		
		City, State, Zip Code		
		Authorized Signature		

#### **EXHIBIT E**

#### ADA GRIEVANCE PROCEDURE

Appendix E.

Kings County ADA Grievance Procedure

Kings County

Grievance Procedure under ADA or

California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

Dominic Tyburski, ADA Coordinator

County Government Center

1400 West Lacey Blvd.

Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, want, when, where, and how. Please attach additional pages if necessary.)

2014-2-434 [99311]

#### **EXHIBIT F**

#### **COUNTY OF KINGS**

#### AGREEMENT FOR SERVICES

THIS AGREEMENT	is made and entered	l into as of the _	day of	, 2023, by
and between the County of I	Kings, a political sul	odivision of the S	State of Califor	nia (hereinafter
"County") and	, a	(hereinaf	ter "Contractor	").

#### RECITALS

WHEREAS, County requires services related to the update of the multi-jurisdiction Housing Element for the 2024 – 2032 planning period, prepared for the County of Kings and Cities of Avenal, Corcoran, Hanford, and Lemoore; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the parties mutually agree as follows:

#### 1. SCOPE OF SERVICES

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

#### 2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

Contractor affirms that it has reviewed **Exhibit A** and agrees that in its professional judgment, the work can and shall be completed within the maximum amount of costs and time as set forth in this Agreement.

#### 3. COMPENSATION

Consultant shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit B**.

Should no funds or insufficient funds be appropriated for this Agreement, County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

#### 4. TERM

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

Following termination, Contractor shall turn over to the County all completed deliverables and then shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination not to exceed the maximum amount payable under this Agreement.

#### 5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

#### 6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

#### 7. TERMINATION

The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. <u>Without Cause</u>. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.
- B. <u>With Cause</u>. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party

shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.

- C. <u>Effects of Termination</u>. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.
- D. <u>Forbearance Not to be Construed as Waiver of Breach or Default</u>. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

#### 8. Insurance

- A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.
  - 1. <u>Commercial General Liability.</u> Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

- 2. <u>Automobile Liability.</u> Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- 3. <u>Workers Compensation.</u> Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.
- 4. <u>Professional Liability</u>. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.
- B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.
- C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

#### 9. INDEMNIFICATION

- A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.
- B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission,

fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

- C. This indemnification specifically includes any claims that may be against County by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.
- D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

#### 10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

#### 11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

#### 12. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

#### 13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or

employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### 14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, or sexual orientation.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, 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.

#### 15. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

#### 16. ASSIGNMENT

Contractor shall not assign this Agreement or monies due without the prior written consent of County subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

#### 17. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

#### 18. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

#### 19. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

**COUNTY:** 

**CONTRACTOR:** 

COUNTY OF KINGS PURHCASING DIVISION 1400 W. LACEY BLVD. HANFORD, CA 93230

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) e-mail, it is effective as of the date it was sent; e) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

#### 20. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

#### 21. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

#### 22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

#### 23. NO THIRD-PARTY BENEFICIARIES.

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to

a third party.

#### 24. Entire Agreement; Contributions of Both Parties; Imaged Agreement

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein.

The parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

#### 25. AUTHORITY

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

IN WITNESS WHEREOF the parties have executed this Agreement the day and y first written above.			
COUNTY OF KINGS			
By: Joe Neves, Chairman	By:		
ATTEST:			
Catherine Venturella, Clerk to the Board Approved and Endorsements Received:			
Sarah Poots			
APPROVED AS TO FORM: Diane Freeman, County Counsel			
By:			
Exhibits/Attachments: Exhibit A: Scope of Work Exhibit B: Fees			

# MEMORANDUM OF UNDERSTANDING REGARDING COUNTY OF KINGS REGIONAL EARLY ACTION PLANNING FUNDS

This Memorandum of Understanding ("MOU"), effective as of \_\_\_\_\_\_\_, 2023 is made and entered into by and between KINGS COUNTY ASSOCIATION OF GOVERNMENTS, a Joint Powers Authority established under California Government Code section 6500, *et seq.* ("KCAG") and the COUNTY OF KINGS ("Sponsor") (collectively, "Parties").

#### **RECITALS**

WHEREAS, the California Department of Housing and Community Development ("HCD") has provided funds to local public agencies as part of the Regional Early Action Planning ("REAP") Program; and

WHEREAS, REAP Program funds may be used to conduct planning activities that will accelerate housing production and housing-related initiatives; and

WHEREAS, the REAP funds have been made available to the Central Valley region through the San Joaquin Valley REAP Committee on behalf of the Fresno Council of Governments, the Kern Council of Governments, KCAG, the Madera County Transportation Commission, the Merced County Association of Governments, the Stanislaus Council of Governments, the Tulare County Association of Governments, and the San Joaquin Council of Governments; and

WHEREAS, members of the San Joaquin Valley REAP Committee signed a regional Memorandum of Understanding ("RMOU") to facilitate the further sub-allocation of the funds to local jurisdictions. A copy of the RMOU is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the RMOU has delegated the responsibility to KCAG for administration of the grant allocation locally, and KCAG has established the procedures and processes necessary to fulfill that responsibility; and

WHEREAS, KCAG desires to work with Sponsor to support the local housing planning efforts of its constituent agencies (City of Avenal, City of Corcoran, City of Hanford, City of Lemoore, and County of Kings) through the use of REAP Program funds.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties agree as follows:

#### **AGREEMENT**

1.1 <u>Project Description</u>. The project descriptions, scope of work, delivery schedule, and the anticipated timing for release of REAP funds are specified in **Exhibit B** and incorporated herein by this reference (the "Project").

- 1.2 Change In Project Scope. A change in the Project Scope of Work as described in Exhibit B may not be implemented until it has been approved in writing by KCAG.
- Eligible Reimbursement Costs. Eligible reimbursement costs shall be the same as defined by HCD statutes, rules and regulations.
- Use of Funds. Sponsor shall use REAP funds consistent with the Project Scope of Work 1.4 as described in Exhibit B or as approved by KCAG pursuant to Section 1.2.
- 1.5 Timely Use of Funds. REAP funds are one-time, housing planning funds that must be expended no later than December 31, 2024. KCAG staff will monitor Sponsor's expenditures on an annual basis to minimize the risk of losing funds that are intended to benefit the region. If expenditures appear to be behind schedule, Sponsor agrees to work with KCAG to establish a schedule to expend funds or to determine whether to reprogram funds to maximize the regional benefit. The Parties agree that, to meet the State expenditure deadline and to submit required reporting and invoicing timely, all REAP funds shall be expended by August 31, 2024.
- 1.6 Completion of Project. Sponsor shall be responsible for the timely completion of the Project and to provide management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with Exhibit B.
- 1.7 Invoices and Progress Reports. Sponsor shall submit to KCAG an invoice and progress report monthly reflecting all expenses incurred up to the date of submission for eligible activities conducted during the MOU period.
- 1.8 Termination of MOU. The Parties agree that this MOU will terminate on December 31, 2024, unless modified in writing and signed by both Parties prior to that date.

IN WITNESS WHEREOF, the undersigned Parties have executed this MOU on the day and year first written above.

Terri King, Executive Director Kings County Association of Governments	Date	
Chuck Kinney, Director Kings County Community Development	Date	

APPROVED AS TO FORM:	
General Counsel Kings County Association of Governments	Date
APPROVED AS TO FORM:	
County Counsel County of Kings	Date
EXHIBITS:	
Exhibit A- San Joaquin Valley RMOU	
Exhibit B- Project Scope of Work	

#### EXHIBIT A

### SAN JOAQUIN VALLEY REAP COMMITTEE REGIONAL MOU

## AMENDMENT No. 1 TO MEMORANDUM OF UNDERSTANDING SAN JOAQUIN VALLEY REGIONAL EARLY ACTION PLANNING COMMITTEE FOR HOUSING

This Amendment to Agreement (hereinafter "Amendment No. 1 to MOU") amends that certain agreement (hereinafter "MOU") entered into November 19, 2020, by and between the agencies ("**Members**") comprising the San Joaquin Valley Regional Early Action Planning Committee for Housing ("**Committee**") set forth below:

#### Fresno Council of Governments

2035 Tulare Street Suite 201 Fresno, CA 93721

Email: tboren@fresnocog.org

### Kings County Association of Governments

339 W D Street Lemoore, CA 93245 Email: terri.king@co.kings.ca.us

### Merced County Association of Governments

369 W 18th Street Merced, CA 95340 Email: stacie.guzman@mcagov.org

#### Stanislaus Council of Governments

1111 "I" Street, Suite 308 Modesto, CA 95354 Email: rpark@stancog.org

#### **Kern Council of Governments**

1401 19th Street, Suite 300 Bakersfield, California 93301 Email: ahakimi@kerncog.org

### Madera County Transportation Commission

2001 Howard Road, Suite 201 Madera, CA 93637 Email: patricia@maderactc.org

### San Joaquin Council of Governments

555 E Weber Avenue Stockton, CA 95202 Email: achesley@sjcog.org

### Tulare County Association of Governments

210 N Church Street, Suite B Visalia, CA 93291 Email: tsmalley@tularecog.org

#### **RECITALS**

- A. The Members have decided to amend the distribution of the proceeds of the Initial Grant (defined in the November 19, 2020 MOU).
- B. The revised distribution is attached hereto and incorporated herein by reference as Exhibit B-1, which the Members intend to replace Exhibit B under the November 19, 2020 MOU.

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#### **AGREEMENT**

In consideration for their mutual promises, the Members agree as follows:

- 1. Section 1, <u>Allocation of Initial Grant</u> of the November 19, 2020 MOU shall be deleted in its entirety and replaced with the following:
  - 1. <u>Allocation of Initial Grant</u>. The Members agree to allocate the \$10,218,830.75 of the Initial Grant as follows:
    - a. FCOG will retain \$4,475,000 of the Initial Grant to perform the following tasks:
      - i. FCOG shall prepare a comprehensive housing report and policy recommendations for implementation, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this provision of the MOU and under the Application and Agreement.
      - ii. FCOG shall conduct regional planning and coordination, and provide technical assistance, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this term of the MOU and under the Application and Agreement.
      - iii. FCOG shall administer of the Application, Agreement, this MOU, and the Initial Grant, as stated in the Application.
    - b. FCOG shall distribute the remaining \$4,743,830.75 of the Initial Grant directly to each of the Members, as more particularly described in Exhibit B-1, "Phase I" in proportion to each Member's relative population using California Department of Finance population estimates updated as of January 2020.
    - c. FCOG shall distribute and additional \$1,000,000 of the Initial Grant directly to each of the Members, on the basis of \$125,000 each as more particularly described in Exhibit B-1. "Phase II."
- 2. It is the intent of the parties this Amendment No. 1 to MOU shall become effective July 1, 2021 ("Effective Date").
- 3. Unless expressly modified by the terms of this Amendment No. 1 to MOU, all other terms of the November 19, 2020 MOU remain in full force and effect.

- 4. Each Member represents and warrants that the individual signing this Amendment No. 1 to MOU is duly authorized to do so and their signature on this Amendment No. 1 to MOU legally binds that Member to the terms of this Amendment No. 1 to MOU.
- 5. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.#

[Signature pages follow.]

The Members have caused this Amendment 1 to MOU to be executed as of the date and year first above written.

Fresno Council of Governments	Kern Council of Governments	
By: Try Even	Ву:	
Tony Boren, Director	Ahron Hakimi, Director	
Approved as to Legal Form:	Approved as to Legal Form:	
By:	By :	
Print:	Print:	
Kings County Association of Governments	Madera County Transportation Commission	
-		
Governments	Commission	
Governments  By:	By:	
By: Terri King, Director	By: Patricia Taylor, Director	

Fresno Council of Governments	Kern Council of Governments	
Ву:	By: Uh	
Tony Boren, Director	Ahron Hakimi, Director	
Kings County Association of	Madera County Transportation	
Governments	Commission	
Ву:	Ву:	
Terri King, Director	Patricia Taylor, Director	
Merced County Association of Governments	San Joaquin Council of Governments	
Ву:	By:	
Stacie Dabbs, Director	Diane Nguyen, Director	
Stanislaus Council of Governments	Tulare County Association of Governments	
By:	By:	
Rosa Park, Director	Ted Smalley, Director	

Fresno Council of Governments	Kern Council of Governments	
Ву:	Ву:	
Tony Boren, Director	Ahron Hakimi, Director	
Kings County Association of Governments	Madera County Transportation Commission	
By: ///// Terri King, Director	Ву:	
Terri King, Director	Patricia Taylor, Director	
Merced County Association of Governments	San Joaquin Council of Governments	
Ву:	Ву:	
Stacie Dabbs, Director	Diane Nguyen, Director	
Stanislaus Council of Governments	Tulare County Association of Governments	
Ву:	Ву:	
Rosa Park, Director	Ted Smalley, Director	

Fresno Council of Governments	s Kern Council of Governments	
Ву:	Ву:	
Tony Boren, Director	Ahron Hakimi, Director	
Kings County Association of Governments	Madera County Transportation Commission	
Ву:	By:	
Terri King, Director	Patricia Taylor, Director	
Merced County Association of Governments	San Joaquin Council of Governments	
Ву:	Ву:	
Stacie Dabbs, Director	Diane Nguyen, Director	
Stanislaus Council of Governments	Tulare County Association of Governments	
By:	Ву:	
Rosa Park, Director	Ted Smalley, Director	

Fresno Council of Governments	Kern Council of Governments	
By:	Ву:	
Tony Boren, Director	Ahron Hakimi, Director	
Kings County Association of Governments	Madera County Transportation Commission	
Ву:	Ву:	
Terri King, Director	Patricia Taylor, Director	
Merced County Association of Governments	San Joaquin Council of Governments	
By: Anni Phomas	Ву:	
Stacle Guzman, Director	Diane Nguyen, Director	
Stanislaus Council of Governments	Tulare County Association of Governments	
Ву:	Ву:	
Rosa Park, Director	Ted Smalley, Director	

Fresno Council of Governments	Kern Council of Governments	
Ву:	Ву:	
Tony Boren, Director	Ahron Hakimi, Director	
Kings County Association of Governments	Madera County Transportation Commission	
Ву:	Ву:	
Terri King, Director	Patricia Taylor, Director	
Merced County Association of Governments	San Joaquin Council of Governments	
By:	By: Diane Nguyen	
Stacie Dabbs, Director	Diane Nguyen, Director	
Stanislaus Council of Governments	Tulare County Association of Governments	
Ву:	Ву:	
Rosa Park Director	Ted Smalley Director	

Fresno Council of Governments	Kern Council of Governments		
Ву:	Ву:		
Tony Boren, Director	Ahron Hakimi, Director		
Kings County Association of Governments	Madera County Transportation Commission		
By:	Ву:		
Terri King, Director	Patricia Taylor, Director		
Merced County Association of Governments	San Joaquin Council of Governments		
Ву:	Ву:		
Stacie Dabbs, Director	Diane Nguyen, Director		
Stanislaus Council of Governments	Tulare County Association of Governments		
By: Jak	Ву:		
Rosa Park, Director	Ted Smalley, Director		

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Fresno Council of Governments	Kern Council of Governments
Ву:	By:
Tony Boren, Director	Ahron Hakimi, Director
Kings County Association of Governments	Madera County Transportation Commission
Ву:	By:
Terri King, Director	Patricia Taylor, Director
Merced County Association of Governments	San Joaquin Council of Governments
Ву:	By:
Stacie Dabbs, Director	Diane Nguyen, Director
Stanislaus Council of Governments	Tulare County Association of Governments
By:	By: Fl Amulon
Rosa Park, Director	Ted Smalley, Director

#### **EXHIBIT B-1**

#### San Joaquin Valley REAP Summary Funding Table

<-----> Initial Funding ----->

	Phase I			
	(1st app)			
	Original for RHNA	Sub Aloc Cities\County	Additional RHNA (a)	Total Phase I
FCOG	187,989	762,257	164,491	1,114,738
Kern	168,871	684,737	147,762	1,001,370
Kings	28,492	115,527	24,930	168,949
Madera	29,155	118,219	25,511	172,886
Merced	52,345	212,248	45,802	310,395
San Joaquin	142,517	577,877	124,703	845,097
Stanislaus	102,407	415,238	89,606	607,250
Tulare	88,223	357,727	77,195	523,145
Total	800,000	3,243,831	700,000	4,743,831
Percentage	17%	68%	15%	100%

Phase II (2nd app)		
Valleywide Planning	Supplemental RHNA (b)	Total Phase II
4,475,000	125,000 125,000 125,000 125,000 125,000 125,000 125,000 125,000	
4,475,000	1,000,000	5,475,000
82%	18%	100%

Phase III (3rd app)	
Sub Aloc Cities\County	
2,057,660 1,848,399 311,858 319,124 572,948 1,559,939 1,120,905 965,658	
8,756,492 <b>100</b> %	

Proposed future

change by HCD

funding, subject to

Total	Funds	Funds
HCD	Dedicated to	Dedicated to
Program	RHNA	REAP
7,772,398	477,480	7,294,918
2,974,769	441,633	2,533,136
605,808	178,422	427,386
617,010	179,666	437,344
1,008,343	223,147	785,196
2,530,037	392,220	2,137,817
1,853,156	317,013	1,536,143
1,613,803	290,419	1,323,384
18,975,323	2,500,000	16,475,323
100%	13%	87%

Summary

Significant Local Agency Involvement in REAP process

Notes: (a) Sum of Valleywide Tech Assist, Admin and Housing Report that was in the 1st app and subsequently moved to the 2nd app.

(b) \$1M transferred from Valleywide to regional planning agencies for RHNA planning. Also can be used for admin and project staffing/management.

Phase II (2nd app) Valleywide Budget	
Supplemental RHNA	1,000,000
Comprehensive Housing Report Housing Report Policy Implem.	500,000 1,000,000
Household Travel Survey Consultant Bench	500,000 1,500,000
Outreach, Marketing	250,000
Fresno COG Admin Housing Program Manager	300,000 314,200
Reserve/Contingencies	110,800
	5,475,000

#### MEMORANDUM OF UNDERSTANDING

#### San Joaquin Valley Regional Early Action Planning Committee for Housing

This memorandum of understanding ("**MOU**") is made this 19th day of November 2020 ("**Effective Date**"), by and between the agencies ("**Members**") comprising the San Joaquin Valley Regional Early Action Planning Committee for Housing ("**Committee**") set forth below:

#### Fresno Council of Governments

2035 Tulare Street Suite 201 Fresno, CA 93721

Email: tboren@fresnocog.org

### Kings County Association of Governments

339 W D Street Lemoore, CA 93245

Email: terri.king@co.kings.ca.us

### Merced County Association of Governments

369 W 18th Street Merced, CA 95340

Email: stacie.guzman@mcagov.org

#### Stanislaus Council of Governments

1111 "I" Street, Suite 308 Modesto, CA 95354

Email: rpark@stancog.org

#### **Kern Council of Governments**

1401 19th Street, Suite 300 Bakersfield, California 93301 Email: ahakimi@kerncog.org

### Madera County Transportation Commission

2001 Howard Road, Suite 201 Madera, CA 93637

Email: patricia@maderactc.org

#### San Joaquin Council of Governments

555 E Weber Avenue Stockton, CA 95202

Email: achesley@sjcog.org

### **Tulare County Association of Governments**

210 N Church Street, Suite B Visalia, CA 93291

Email: tsmalley@tularecog.org

#### **RECITALS**

- A. Under section 50515.02, subdivision (a), of the Health and Safety Code, the State of California Department of Housing and Community Development ("**HCD**") has made available one hundred twenty-five million dollars (\$125,000,000) in local government planning support grants to regional entities and working groups as outlined by the statute.
- B. The Committee is one of the working groups identified in section 50515.02, subdivision (a), of the Health and Safety Code.
- C. On June 26, 2020, the Members approved submission of an application for grant funding ("**Application**") to HCD by Fresno Council of Governments ("**FCOG**") as the fiscal agent on behalf of the Committee.

- D. On August 14, 2020, HCD approved the Application and an allocation of \$10,218,830.75 in grant funds (the "**Initial Grant**") to the Members through FCOG.
- E. On August 20, 2020, FCOG and HCD executed grant funding agreement number 19-REAP-14029 ("**Agreement**"). A true and correct copy of the Agreement is attached hereto as "Exhibit A."
- F. This MOU is intended to reflect the Members' understanding of the distribution of the Initial Grant and to facilitate the subsequent implementation of activities by the Members in furtherance of the purposes for which the Initial Grant was approved by HCD.

The Members therefore agree as follows:

- 1. <u>Allocation of Initial Grant</u>. The Members agree to allocate the \$10,218,830.75 of the Initial Grant as follows:
  - a. FCOG will retain \$5,475,000 of the Initial Grant to perform the following tasks:
    - i. FCOG shall prepare a comprehensive housing report and policy recommendations for implementation, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this provision of the MOU and under the Application and Agreement.
    - ii. FCOG shall conduct regional planning and coordination, and provide technical assistance, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this term of the MOU and under the Application and Agreement.
    - iii. FCOG shall administer of the Application, Agreement, this MOU, and the Initial Grant, as stated in the Application.
  - b. FCOG shall distribute the remaining \$4,743,830.75 of the Initial Grant directly to each of the Members, as more particularly described in "Exhibit B," in proportion to each Member's relative population using California Department of Finance population estimates updated as of January 2020.
- 2. Compliance with the Agreement and MOU. Each Member hereby acknowledges its cognizance of and its understanding of its obligation to comply with the terms and conditions of the Agreement and MOU. Each Member agrees to abide by the terms and conditions of the Agreement and to undertake all actions requested by FCOG pursuant to the Agreement or MOU, in order to facilitate FCOG's compliance with the terms and conditions of the Agreement.
- 3. <u>Compliance with the Law</u>. Each Member agrees to comply with all Federal, State, and local laws in the performance of its obligations under this MOU.

- 4. <u>Sub-Agreements</u>. Copies of all agreements between any Member and any sub-recipient, contractor or subcontractor shall be submitted to FCOG, so that they then may be provided to HCD's Program Manager as required by Exhibit D, section 8, paragraph B of the Agreement.
- 5. Quarterly Reports. Each Member also shall deliver to FCOG, on a quarterly basis, status reports and accounting records reflecting any expenditure of the Initial Grant by that Member or by a sub-recipient of that Member. Each Member shall deliver its status reports and accounting records within thirty (30) days following the end of the period covered by the document. Each member's quarterly status reports shall, at a minimum, include discussion of any allocations or sub-allocations of the Initial Grant, a description of any project initiated in whole or in part with the Initial Grant and a description of the progress made on any such project.
- Retention of Records. Each Member shall maintain public records (as that term is defined in Government Code section 6252) (collectively, "Records") required under the Agreement, relating to any matter contained in this MOU, or demonstrating that the Initial Grant was used in a manner consistent with the Agreement. Each Member shall make the Records available to FCOG, HCD or the State Auditor upon demand. Each Member shall maintain the Records and make them available for inspection for a period of at least one (1) year following the termination of this MOU or the time specified in Government Code section 8546.7, whichever is later. Records relating to any audit or litigation relevant to this MOU or the Agreement shall be retained by each Member for five years after the conclusion or final resolution of such matter, as required by Exhibit D, section 3, paragraph E of the Agreement.
- 7. <u>Disallowed Costs</u>. Each Member shall return to FCOG any funds which HCD has disallowed within 90 days following notice to the Member.

#### 8. Indemnity.

- <u>a</u>. Each Member shall indemnify FCOG, along with FCOG's officers, directors, and employees, for any costs or liabilities (including without limitation for damages, court costs, attorneys' fees, and expert witness fees) arising from, resulting from, or in connection with that Member's actions with respect to subject matter of this MOU or relating in any way to the use of the Initial Grant proceeds by that Member or any sub-recipient, contractor, or subcontractor of that Member.
- <u>b</u>. Notwithstanding, the obligation to indemnify shall not apply to any costs or liabilities caused solely by the active negligence or willful misconduct of FCOG or any of its officers, directors, and employees.
- 9. <u>Duration of MOU</u>. This MOU shall be in effect from the Effective Date until December 31, 2024 unless its term is extended by written modification in accordance with the provisions of section 12, paragraph c of this MOU.

- 10. Subsequent MOUs. The Members understand and agree that subsequent MOUs may be necessary to facilitate the distribution of further grant funding from HCD under section 50515.02, subdivision (a), of the Health and Safety Code. The Members hereby commit to negotiate the terms and conditions of such subsequent MOUs in good faith, in order to achieve concurrence and ensure execution of same in a timely fashion.
- 11. Notices. All notices provided for or permitted under this MOU must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or as a PDF attachment to an email sent to the addresses provided for the Members above. Any Member may change its address for receipt of notice by providing notice of that change as provided in this section 11.
  - a. A notice delivered by personal service is effective upon service to the recipient.
  - b. A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
  - c. A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
  - d. A notice delivered by email is effective when sent, if the email is sent between the hours of 8:00 am and 5:00 pm on a business day. If sent outside the hours of 8:00 am and 5:00 pm on a business day, a notice delivered by email becomes effective on the first business day following.

#### 12. <u>General Provisions</u>.

- a. This MOU is binding upon and shall inure to the benefit of any successors or assigns of the Members.
- b. This MOU represents the entire understanding of the Members as to those matters contained in this MOU. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this MOU.
- c. This MOU may not be modified or altered except by writing signed by all Members.
- d. No Member may assign, delegate or transfer its rights and duties in this MOU without the written consent of all other Members, except that any Member may enter into one or more sub-agreements with any sub-recipient, contractor, or subcontractor to implement activities in furtherance of the

- purposes for which the Initial Grant was approved by HCD without the necessity of obtaining such consent.
- e. Any dispute arising under this MOU, which is not resolvable by informal mediation between or among the Members, shall be adjudicated in a court of law under the laws of the State of California.
- f. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).
- g. This MOU shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this MOU shall only be in California. Any action brought to interpret or enforce this MOU, or any of the terms or conditions hereof, shall be brought and maintained in the Fresno County Superior Court.
- h. If any part of this MOU is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this MOU remains in full force and effect, and the Members shall make best efforts to replace the unlawful or unenforceable part of this MOU with lawful and enforceable terms intended to accomplish the Members' original intent.
- Section headings are provided for convenience only and are not part of this MOU.
- j. This MOU does not and is not intended to create any rights or obligations for any person or entity except for the Members.
- k. Each Member represents and warrants that the individual signing this MOU is duly authorized to do so and their signature on this MOU legally binds that Member to the terms of this MOU.
- I. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.

[Signature pages follow.]

The Members have caused this MOU to be executed as of the date and year first above written.

Fresno Council of Governments	Kern Council of Governments
By: Tony Boen	By:
Tony Boren, Director	Ahron Hakimi, Director
Approved as to Legal Form:	Approved as to Legal Form:
By:	By :
Print:	Print:
Kings County Association of Governments	Madera County Transportation Commission
	By:
Governments	Commission
By:	By:
By:  Terri King, Director	By:  Patricia Taylor, Director

### Merced County Association of Governments

By: Have Buzman	By: Malan T. Chaf
Stacie Guzman, Director	Andrew Chesley, Director
Approved as to Legal Form:	Approved as to Legal Form:
Ву:	By:
Print:	Print:
Stanislaus Council of Governments	Tulare County Association of Governments
By:	Ву:
By: Rosa Park, Director	
	By:
Rosa Park, Director	By: Ted Smalley, Director

San Joaquin Council of Governments

# Exhibit A Grant funding agreement number 19-REAP-14029

STATE OF CALIFORNIA - DEPARTMENT OF GENER	RAL			
SERVICES STANDARD AGREEMENT	AGREEMENT NUMBER	PURCHASING AUTHO	PRITY NUMBER (if applicable)	
STD 213 (Rev. 03/2019)	19-REAP-14029			
This Agreement is entered into between the Contracting Agency a	and the Contractor named below:		A Propherodic Addition of the Control of the Contro	
CONTRACTING AGENCY NAME DEPARTMENT OF HOUSING AND COMMUNITY DEVE	LOPMENT			
CONTRACTOR'S NAME Fresno Council of Governments				
2. The term of this Agreement is:	of the section of the	entrologica de Philadello (Egisperio) en opietifica de la francia de la companio de la companio de la companio		
START DATE			Company of the Compan	
Upon HCD Approval				
THROUGH END DATE				
12/31/2024				
3. The maximum amount of this Agreement is: \$10,218,830.75				
4. The parties agree to comply with the terms and conditions of the	following exhibits, which are by this re	ference made a part of the	Agreement.	
EXHIBITS TITLE		A CONTRACTOR OF THE CONTRACTOR	PAGES	
Exhibit A Authority, Purpose and Scope of Work			3	
Exhibit B Budget Detail and Payment Provisions			3 GTC - 04/2017	
Exhibit C* State of California General Terms and Conditions  Exhibit D REAP General Terms and Conditions			9	
Exhibit E Special Conditions			0	
TOTAL NUMBER OF PAGES ATTACHED			15	
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN	AND THE PROPERTY OF STREET STREET,	HERETO.	and the second s	
CONTRACTOR NAME (if other than an individual, state wh	CONTRACTOR ether a corporation, partnership,e	tc.)		
Fresno Council of Governments				
CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP	
2035 Tulare St., #201	Fresno	CA	93721	
PRINTED NAME OF PERSON SIGNING	and the color of the color of the color of the section of the color of	TITLE		
TONY BOREN		Fix.	DIRECTOR	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNE	ED / /	
Toy Down			8/20/20	
	STATE OF CALIFORNIA		AND	
CONTRACTING AGENCY NAME				
Department of Housing and Community Development				
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP	
2020 W. El Camino Ave., Suite 130	Sacramen	to CA	95833	
PRINTED NAME OF PERSON SIGNING		TITLE	TITLE	
aun Singh			Contracts Manager, Business & Contract Services Branch	
CONTRACTING AGENCY AUTHORIZED SIGNATURE		9/3/20	DATE SIGNED 9/3/2020	
Shown Livy California Department of Genera	al Services Approval (or exemptio	n, if applicable)	The second secon	

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

#### **AUTHORITY, PURPOSE AND SCOPE OF WORK**

#### 1. **Authority**

The Local Government Planning Support Grants Program is established for the purpose of providing regions and jurisdictions with one-time funding, including grants for planning activities to enable jurisdictions to meet the sixth cycle of the regional housing needs assessment. Up to two hundred fifty million dollars (\$250,000,000) shall be distributed under the program in accordance with Health and Safety Code sections 50515.02 and 50515.03. Of this amount, approximately one hundred twenty-five million dollars (\$125,000,000) is available to councils of governments and other regional entities. The Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grant Program, or "REAP") to councils of governments and other regional entities in accordance with the Notice of Funding Availability ("NOFA") pursuant to Health and Safety Code section 50515.04, subdivision (f).

Pursuant to Health and Safety Code section 50515.02, subdivision (d)(3), a council of governments or a fiscal agent of a multiagency working group, as defined in section 50515.02, may request up to 25 percent of its available funding in advance. This Standard Agreement authorizes the encumbrance of full funds available to the applicant pursuant to the NOFA, subject to all statutory requirements and all applicable provisions including the NOFA, initial application and award for advance payment, subsequent advance payment application and award, application and award for the full remaining fund amount and amendment to this agreement.

The Grantee shall consult with the Department on any amendment or other provision related to the implementation of the Program. The Department decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.04, subdivision (g).

#### 2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning activities pursuant to the NOFA and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions

of the NOFA, this Agreement, subsequent amendments to this Agreement, the representations contained in the initial advance payment and subsequent full application(s), and the requirements of the authority cited above. Based on all representations made by the Grantee, the Department shall encumber the full amount pursuant the NOFA and provide advance payment and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds after the initial application up to 25 percent of the full amount described in Exhibit B.

#### 3. <u>Definitions</u>

Terms herein shall have the same meaning as defined by the NOFA.

#### 4. Scope of Work

Grantee shall use the awarded funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the application for 25 percent advance payment and any subsequent applications for partial or full funding. The Scope of Work may be amended in compliance with statutory requirements subject to approval by the Department.

#### 5. Monitoring

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Scope of Work, approved application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be made available for audit and inspection by the Department at any point during the term of the agreement and subject to any amendments to this agreement.
- B. The Department may request additional information, as needed, to meet the statutory requirements of the Program and facilitate amendments to this agreement, including but not limited to reporting or audit requirements, progress in implementing advance payment(s), or award of the full amount available to the Grantee.

- C. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with statutory or Department requirements.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with statutory or Department requirements.
- E. The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this agreement or subsequent amendments.

#### 6. <u>Department Contract Coordinator</u>

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development Division
Land Use Planning Unit
Attention: REAP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

#### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### 1. <u>Application for Funds</u>

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in any application and award and any subsequent modifications or additions thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

#### 2. Grant and Reimbursement Limit

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$10,218,830.75.
- B. This Agreement authorizes an initial advance payment(s) for eligible activities as described in the application.
- C. This Agreement authorizes subsequent award amounts or advance payment up to the total award amount as described in Section 2A, of this Exhibit, and subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the advance payment, any subsequent payment and the total amount prior to

disbursement of funds. The schedule is subject to Department approval and may be revised as the Department deems necessary.

#### 3. **Grant Timelines**

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. All Grant funds must be expended by December 31, 2023 pursuant to Health and Safety Code section 50515.04(c)(1).
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before November 1, 2023, to ensure the Department meets the December 31, 2023 expenditure deadline. Under special circumstances, approved by the Department, the Department may modify the November 1, 2023 deadline and may provide exception, including, but not limited to, advance payment to carry out the terms of this agreement.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

#### 4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA which includes associated forms and guidelines and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve planning activities in accordance with the NOFA.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.

- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work <u>after</u> October 1, 2019, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.

#### 5. <u>Performance</u>

The Grantee will be subject to amendments to this section as a result of future applications and awards.

#### 6. Fiscal Administration

- A. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards, in consultation with the Grantee.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall immediately terminate and be of no further force and effect. In this event, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

#### **REAP TERMS AND CONDITIONS**

#### 1. Reporting

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.

#### 2. <u>Accounting Records</u>

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the State or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

#### 3. Audits

A. At any time during the term of the Standard Agreement, the Department may

perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
- 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
  - The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee shall submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
- 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

#### 4. Remedies of Non-performance

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee shall submit any requested documents to the Department within 30 days of the early termination notice.
- E. A strong implementation component for the funded activity through this Program is required, including, where appropriate, agreement by Grantee and its subcontractors to formally adopt or complete a planning or other activity consistent with the NOFA. The Grantee must carry out provisions to ensure the adoption or completion of activities in accordance with the NOFA, including activities subcontracted to localities. Grantee may be subject to repayment of the grant should the Grantee or any of its subcontractors under this agreement fail to adopt or complete activities set forth in its application, this Agreement or any amendments to this Agreement.
- F. The following shall each constitute a breach of this Agreement:
  - 1) Grantee's failure to comply with any term or condition of this Agreement.
  - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
  - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
  - 1) Revoke existing REAP award(s) to the Grantee;
  - 2) Require the return of unexpended REAP funds disbursed under this Agreement;
  - 3) Require repayment of REAP Funds disbursed and expended under this agreement;
  - 4) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

with the REAP Program requirements; and

- 5) Other remedies available at law, by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 6) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.
- H. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

#### 5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

#### 6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

#### 7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

#### 8. Third-Party Contracts

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's subrecipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

#### 9. <u>Compliance with State and Federal Laws, Rules, Guidelines and Regulations</u>

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this

- clause in all contracts and subcontracts they enter into to perform work under REAP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

#### 10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action consistent with the terms of this Agreement and the interests of the Department.

#### 11. Changes in Terms/Amendments

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

#### 12. State-Owned Data

A. Definitions

#### 1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

#### 2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverables conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

#### 3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

#### B. Ownership of Work Product and Rights

- All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Department, ownership of all United States and international copyrights in each and

every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agree to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the Department and no further agreement will be necessary to transfer ownership to the Department.

#### 13. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved, in consultation with the Grantee.

Exhibit B

Pro-rata Initial Allocations to Each Regional Transportation Planning Agency
Based on January 2020 California Department of Finance Population Estimates

REAP PLANNING GRANT INITIAL ALLOCATIONS			МРО
			DISTRIBUTION
MPO Share by Population*			
Fresno Council of Governments	1,032,227	23.50%	\$1,114,737.62
Kern Council of Governments	927,251	21.11%	\$1,001,370.41
Kings County Association of Governments	156,444	3.56%	\$168,949.28
Madera County Transportation Commission	160,089	3.64%	\$172,885.65
Merced County Association of Governments	287,420	6.54%	\$310,394.79
San Joaquin Council of Governments	782,545	17.81%	\$845,097.40
Stanislaus Council of Governments	562,303	12.80%	\$607,250.45
Tulare County Association of Governments	484,423	11.03%	\$523,145.14
-			_
Total	4,392,702	100.00%	\$4,743,830.75

# EXHIBIT B PROJECT SCOPE OF WORK

#### PROJECT SCOPE OF WORK FOR

#### THE 2024-2032 HOUSING ELEMENT UPDATE

#### I. HOUSING ELEMENT UPDATE

Kings County is currently in the process of conducting a comprehensive update of the Kings County Housing Element, which includes preparing the multijurisdictional Housing Element update for County unincorporated areas as well as the four incorporated Cities (Avenal, Corcoran, Hanford, and Lemoore). The Kings County Community Development Agency is assigned coordination of this project and seeks proposals from qualified consultants to provide professional services for the development of the Housing Element update.

The Housing Element update is required pursuant to California Government Code Section 65580 et seq. The purpose of this project is to update the Housing Element to be internally consistent with County and City General Plans and in compliance with state statutes to be certified by the California Department of Housing and Community Development (HCD). The update shall contain an overview of the housing needs in the unincorporated and incorporated areas of Kings County and provide analysis of both the constraints that may impact housing development as well as the resources available to facilitate it. State Housing Element law requires that each city and county identify and analyze existing and projected housing needs within their jurisdiction and prepare goals, policies, programs, and quantified objectives to further the development, improvement, and preservation of housing. The five jurisdictions in Kings County have collectively decided to prepare a joint countywide Housing Element with administrative support from the Kings County Development Agency. Kings County's current Housing Element is for the planning period from 2016 to 2024. This Housing Element update will be for the planning period from 2024 to 2032.

The scope of work shall include the following:

- Meetings with County and City staff, other agencies' staff, public officials, and the general public
- Coordination with other Consultants or subcontractors engaged, if necessary, in a supportive and joint effort
- Develop team assignments and a project task timeline compatible with Housing Element update due dates
- Complete an evaluation of the 2016-2024 Housing Element update
- Coordinate with County and City staff to develop a current housing inventory and complete a Housing Needs Assessment to ensure conformance with Government Code Section 65583 et seq.
- Analysis of resources that cover land inventory, site analysis, financial and administrative resources, and energy conservation
- Analysis of constraints, including governmental and nongovernmental
- Provide public review and final document and any appendices or references in a format acceptable to the County

- Upon completion of agency and public review, comments will be addressed and incorporated into relative context and submitted to the County for review, comment, and further revision, if necessary
- Provide timely progress updates to the Kings County Community Development Agency as requested and adhere to timelines as possible
- Prepare staff reports and other relative documents for Planning Commissions, City Councils, and Boards of Supervisors
- Effort with public outreach, including preparation of event materials, solicitation of comments, workshops, and public meetings throughout Kings County

#### Deliverables shall include:

- Project Task Timeline and Team Assignments
- Working and Final Drafts of the 2024-2032 Housing Element
- Hearing Drafts
- Public Participation Summaries
- 2024-2032 Housing Element Study
- Associated documents, appendices, and background studies
- Staff reports and related documentation
- HCD Draft of the 2024-2032 Housing Element and mandated information for certification
- Environmental documents, findings, and/or Notice of Exemption in compliance with California Environmental Quality Act (CEQA)
- Synopsis of recommended changes by HCD following the review period of HCD Draft
- HCD Certified 2024-2032 Housing Element
- 2024-2032 Housing Element Certificate Letter from HCD

# EXHIBIT C CONTACT INFORMATION FOR PARTICIPATING AGENCIES

#### For the County of Kings:

Chuck Kinney Director of Community Development 1400 W. Lacey Blvd. Bldg. #6 Hanford, CA 93230 559-852-2670

Chuck.Kinney@co.kings.ca.us

#### For the City of Avenal:

Kao Nou Yang
Director of Community and Economic
Development
919 Skyline Blvd.
Avenal, CA 93204
559-401-9854
kyang@cityofavenal.us

#### For the City of Corcoran:

Kevin Tromborg Community Development Director 932 Whitley Ave. Corcoran, CA 93212 559-992-2151 Kevin.Tromborg@cityofcorcoran.com

#### For the City of Hanford

Jason Waters
Deputy City Manager
317 Douty St.
Hanford, CA 93230
559-585-2580
jwaters@cityofhanford.com

#### For the City of Lemoore

Kristie Baley Management Analyst 711 Cinnamon Dr. Lemoore, CA 93245 559-924-6744 \* 740 kbaley@lemoore.com



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

# **Staff Report**

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To: Lemoore City Council

From Nathan Olson, City Manager

Date: March 23, 2023 Meeting Date: April 4, 2023

Subject: Agreement between the City of Lemoore and the Lemoore Volunteer Fire

**Department Association for Ancillary Services** 

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ULI	ate	gic		.iau	ve.

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
	☐ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

#### **Proposed Motion:**

Approve the agreement between the City of Lemoore and the Lemoore Volunteer Fire Department Association for ancillary services and authorize the City Manager, or designee, to execute the agreement.

#### **Subject/Discussion:**

The City and the Association negotiated an agreement for the City to pay the Association for ancillary services. The City will budget all other needs for fire services through the City's budget, including equipment, waters and snacks for the volunteers providing fire services. The proposed agreement shall be effective from July 1, 2023 through June 30, 2024. The contract outlines the services to be performed by the Lemoore Volunteer Fire Association, which includes:

- Organize, sponsor and implement participation at community activities and events, including but not limited to participation in the Holiday Parade and City Christmas Tree and Lighting.
- The Association shall propose and work with the City to create other mutually agreed upon events including, but are not limited to festivals, celebrations, banquets, parades, and concerts.

- Provide, organize, and prepare for education opportunities in the community including, but not limited to, schools, churches, and other organizations.
- The Association shall work to find fire volunteers for the City to vet to become a
  City Volunteer Fire Fighter, following the Association By-Laws for making such
  recommendations with the City making the final decision in regards to the
  individual's capability.
- Provide to the City a guarterly report describing its services for the guarter in detail.

In return for their ancillary services the City will provide a donation to the Association in the amount of \$78,000. As this agreement is between the City and Lemoore Volunteer Fire Association for the City to pay the Association for ancillary services,

#### <u>Financial Consideration(s):</u>

The Lemoore Volunteer Fire Department Association agreement is funded through the General Fund Fire Department budget (4222) and was included in the City Council approved budget for fiscal year 2024.

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

#### Pros:

- The contract allows for a more controlled budget and formalizes the method of compensations that satisfies both the City of Lemoore and Lemoore Volunteer Fire Department.
- Education services provided.
- City sponsorship of community events.

#### Cons:

None noted

#### **Commission/Board Recommendation:**

Not Applicable.

#### **Staff Recommendation:**

Staff recommends approval of the agreement between the City of Lemoore and the Lemoore Volunteer Fire Association for ancillary services.

Attachments:	Review:	Date:
☐ Resolution:		03/29/2023
☐ Ordinance:	□ City Attorney	03/31/2023
☐ Map	□ City Clerk	03/30/2023
⊠ Contract	☐ City Manager	
☐ Other	⊠ Finance	03/27/2023
List:		

### AGREEMENT BETWEEN THE CITY OF LEMOORE AND THE LEMOORE VOLUNTEER FIRE DEPARTMENT ASSOCIATION FOR ANCILLARY SERVICES

This Agreement is entered into between the City of Lemoore, a California municipal corporation and charter city ("City"), and the Lemoore Volunteer Fire Department Association, Inc., a California non-profit corporation ("Association") with respect to the following recitals, which are a substantive part of this Agreement:

#### **RECITALS**

- A. The Association is a non-profit organization;
- B. Members of the Association volunteer to provide fire services to the City;
- B. The City desires to create community ties, promote fire education and safety, and build morale for its citizens; and
- C. The Association has the special knowledge and experience to assist in create community ties, promote fire education and safety, and build morale for its citizens.

NOW THEREFORE, City and Association agree as follows:

- 1. <u>Term.</u> The term of this Agreement shall be from July 1, 2023 through June 30, 2024, unless terminated sooner by either party upon thirty (30) days written notice. Any extension of this Agreement beyond fiscal year 2023-2024 shall require a new agreement.
- 2. <u>Compensation</u>. For performance of the services described in Section 3 of this Agreement, City shall pay to the Association seventy-eight thousand dollars (\$78,000.00). For the 2023-2024 fiscal year, City shall pay to the Association a fee of seventy-eight thousand dollars (\$78,000.00), provided the programs and services anticipated by this Agreement have been carried out. The fee shall be prorated and paid within thirty (30) days following the end of a fiscal quarter, unless this Agreement is terminated sooner, in which case no further payments shall be made. Should this Agreement be terminated prior to June 30, 2023, Association funding shall be prorated to the date of termination and any excess funding received by the Association shall be returned to the City within thirty (30) days of termination.
- 3. <u>Services</u>. The Association shall provide the following services:
- A. <u>Events</u>. Organize, sponsor and implement at community activities and events in the City during the term of this Agreement, specifically including, but not limited to, participation in the Holiday Parade and City Christmas Tree and Lighting. The Association shall propose and work with the City to create other mutually agreed upon events that include festivals, celebrations, banquets, parades, concerts or other mutually agreed upon activities, such as:

- (i) Bi-Annual Appreciation/ Awards Banquets
- (ii) Parades
- (iii) National Night Out
- (iv) Community Pancake Breakfast
- (v) Community Barbeque
- B. <u>Education</u>. Provide, organize, and prepare for education opportunities in the community including, but no limited to, schools, churches, and other organizations. Responsibilities include community truck rides, station tours, fire education, and fire safety education. The Association will also provide any materials required for educating the public on fire safety.
- C. <u>Prescreening Fire Department Volunteers.</u> The Association shall also work to find fire volunteers for the City to vet to become a City Volunteer Fire Fighter. The Association shall follow their By-laws for making such recommendations. However, the City will make the final decision with regard to an individual's ability to Volunteer as a City of Lemoore Fire Fighter if: (i) the Association disqualifies a candidate contrary to California or Federal Law and/or (ii) the City reasonably determines the candidate should be disqualified for liability purposes, including but not limited to, failed drug tests, or unable to pass a physical examination.

#### D. Quarterly Reports.

(i) Provide to the City a quarterly report describing in detail its services for the quarter. The report shall be submitted at least fifteen (15) days prior to the end of the fiscal quarter. The Association shall provide and coordinate their activities through the City Manager, or his designee.

#### 4. Other Provisions.

- A. <u>Independent Contractor</u>. It is understood and agreed that in the performance of this Agreement, the Association is an independent contractor. The Association shall be responsible for providing any additional insurance coverage necessary to perform the services under this agreement for anything not covered by the City's insurance and shall in all other respects comply with applicable provisions of Federal, State, and local laws, rules, and regulations. Association members are covered by City's insurance any time on city property or using a city vehicle.
- B. <u>Indemnification</u>. The Association shall indemnify, hold harmless, and defend the City and its officers, agents, or employees from all claims for money, damages, or other relief arising in any way from the performance of this Agreement by the Association, its officers, agents, members, or employees.

- C. <u>Limitation On Use of Funds</u>. The funds provided to the Association by the City pursuant to this Agreement shall not be directly or indirectly used for any political purpose whatsoever. This prohibition includes, but is not limited to, campaigns, events, promotions, literature, lobbying, or other activities for, against or on behalf of any state, local, or federal legislation, issue, candidate(s), or action, whether partisan in nature or not.
- D. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions are deemed merged into this Agreement.
- E. <u>Severability</u>. If any provision of this Agreement is held to be void, voidable or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
- F. <u>Amendments</u>. Any modification of this Agreement must be in writing and signed by both parties. No oral modifications shall be effective to vary or alter the terms of this Agreement.
- G. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile shall be deemed original signatures.
- H. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- Nondiscrimination. The Association certifies and agrees that all persons are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The Association certifies and agrees that it, its affiliates, subsidiaries, or members shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. If the City finds that any provisions of this Section 4.I. have been violated, such violation shall constitute a material breach of this Agreement upon which the City may terminate or suspend this Agreement. While the City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Association has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the City that the Association has violated the anti-discrimination provisions of this Agreement.
- J. <u>Binding Effect</u>. This Agreement is for the benefit of and shall be binding on all parties and their respective successors.

- K. <u>Authority</u>. The parties represent and warrant that each has the full right, power, legal capacity and authority to enter into and perform their obligations under this Agreement and that no other approvals or consents of any other persons are necessary to make this Agreement enforceable.
- L. <u>Interpretation</u>. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

IT IS SO AGREED. IN WITNESS WHEREOF, the parties have executed this Agreement on the dates following their signature.

CITY OF LEMOORE		LEMOORE VOLUNTEER FIRE DEPARTMENT ASSOCIATION		
By: Nathan C	Olson, City Manager	By: Aaron Marti	n, President	
Dated:	2023	Dated:	2023	



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

# **Staff Report**

Item No: 3-8

To: Lemoore City Council

From: Randon Reeder, Management Analyst

Date: March 10, 2023 Meeting Date: April 4, 2023

Subject: Purchase of a New Street Sweeper for the Refuse Division in the Amount

of \$402,751.41

Strategic Initiative:

⊠ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	☐ Operational Excellence
⊠ Community & Neighborhood Livability	☐ Not Applicable

#### **Proposed Motion:**

Approve the purchase of a street sweeper for the Refuse Division from Municipal Maintenance Equipment in the amount of \$402,751.41 and authorize the City Manager, or designee, to sign all required documents.

#### **Subject/Discussion:**

The City's current street sweeper was purchased in 2006. The vehicle has been experiencing maintenance issues due to its age. The Refuse division budgeted for a new street sweeper to be added to the fleet this fiscal year.

A proposal was received from Municipal Maintenance Equipment and meets the Buy America requirements, which allows the purchase without any waivers. The proposal is for a Schwarze M6 Avalanche TE in the amount of \$402,751.41.

Schwarze Industries, Inc. (093021-SWZ) currently has a contract through Sourcewell, of which the City of Lemoore is a member. Sourcewell is a cooperative purchasing collaborative which publicly bids items most often utilized and desired by public agencies. The City will not be required to publicly bid the purchase of the new street sweeper, as that process has already been conducted by Sourcewell. The proposal from Municipal

Maintenance Equipment also meets the Buy America requirements, which allows the purchase without any waivers.

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

The total cost of the new street sweeper is \$402,751.41. The City submitted an application and was approved for Community Mitigation and Air Quality (CMAQ) reimbursable funds in the amount of \$272,000, making the City's portion \$130,751. This purchase was budgeted in Fiscal Year 2023 in the Refuse fund (056).

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

#### Pros:

- Reduced maintenance costs.
- Maintenance of current street sweeping routes.

#### Cons:

None noted.

#### **Commission/Board Recommendation:**

N/A

#### **Staff Recommendation:**

Staff recommends approval of the purchase of a street sweeper for the Refuse Division from Municipal Maintenance Equipment in the amount of \$402,751.41 and authorization for the City Manager, or designee, to sign all related documentation.

Attachments:	Review:	Date:
☐ Resolution:		03/29/2023
☐ Ordinance:	□ City Attorney	03/31/2023
□ Map	□ City Clerk	03/30/2023
□ Contract	☐ City Manager	
Other	⊠ Finance	03/28/2023
List: Proposal		

CSLB #980409 DIR 1000004282 www.source-mme.com Toll Free 1-888-484-9968

December 2, 2022

City of Lemoore 711 W. Cinnamon Drive Lemoore, CA 93245 Tel: 559-924-6744 x 737 rreeder@lemoore.com

Attention: Randon Reeder, Management Analyst

We are pleased to provide the following quotation for a new Schwarze M6 Twin Engine Mechanical Sweeper for your review.

One (1) Each Schwarze M6TE Mechanical Sweeper complete with the following standard equipment:

#### Hydraulic System:

- Variable Displacement Load Sense Piston Pump
- Hydraulic Tank, 35 Gallon, w/ Shut-Off Valve
- Tank & Cab Mounted Level and Temperature Indicator
- 5 Micro Tank Breather Filter
- 10 Micron Cartridge Return Filter
- 100 Mesh Suction Strainer
- 120,000 BTU Oil to Air Twin Fan Oil Cooler

#### Pneumatic System:

- Electronic Digital Readout Air Regulators
- Auxiliary Air Tank 1,488 Cu. In. Capacity
- Electro-Pneumatic Valves with Push to Connect Fittings

#### Hopper:

- Construction, A36 Carbon Steel, 10 Gauge, 3/16" Floor
- Roof Skylights Plus LED Illumination & Viewing Window
- 5.0 Cu.Yd. Volumetric Capacity
- Lift Capacity, 14,000 LBS
- Twin Cylinder Scissor Lift and Dump
- Variable Dump Height, 16" to 138"
- Side Inspection Door with Built in Ladder Access
- External Weatherproof Dump Switches

#### Engine:

Cummins QSF2.8 74 HP, Liquid Cooled

#### Squeegee Conveyor:

- Heavy Duty, Constant-Radius Roller Chain
- Self-Aligning Bearings, Triple Sealed & Shielded
- Hydraulic Direct Drive / In Cab Adjustable Variable Speed
- Bolt In 3/16" Abrasion Resisting Floor Plate

13922 Gracebee Avenue



December 2, 2022 City of Lemoore Schwarze M6 Avalanche TE Quote Page 2

#### Main Broom:

- Diameter, 36"; Length 58"
- Hydraulic Direct Drive / In Cab Adjustable Variable Speed
- In-Cab Adjustable Pneumatic Lift w/ Positive Lift Lock
- Brush Type: Solid Core, Wafer or Poly Strip Broom
- 2" Wide Tungsten Carbide Trailing Arm Dirt Shoes
- Self-Aligning Bearings, Triple Sealed & Shielded

#### Gutter Brooms:

- 49" Diameter
- 5 Segment Wire Filled Vertical Digger
- Hydraulic Direct Drive / In Cab Adjustable Variable Speed
- Free Floating Air Suspension & Air Extension

#### **Dust Control System:**

- Heavy Duty Electric Diaphragm Water Pump
- 50 PSI, 5.88 GPM
- Water Tank Capacity 350 Gallons, Polyethylene
- 25-Foot Long Fire Hydrant Fill Hose
- 50 Mesh Cleanable Filter, with Shut Off Valve
- Five Nozzles in Front of Main Broom
- Seven Nozzle Front Spray Bar
- Four Nozzles per Gutter Broom
- Air Purge System for Flushing Water Lines

#### Operating Controls:

- Six Sense Six Programmable Sweep Settings
- Swivel Base Console for Left or Right Sweeping
- Keyed Ignition Switch & Electric Throttle
- · Voltmeter, Tach, Oil Pressure, Water Temp and Hour Meter
- Back Lit Sealed Rocker Switches with Icon and Text Markings
- 7" TFT LCD Color Display, 800 x 480 Pixels

#### Safety Equipment:

- Two Body Props to Lock Hopper in Raised Position
- Rear View Camera System
- Slow Moving Vehicle Emblem
- Backup Alarm
- 5-Lb Fire Extinguisher & Warning Triangle Kit

#### Sweeper Warranty:

• 12 Months 1200 Hours



December 2, 2022 City of Lemoore Schwarze M6 Avalanche TE Quote Page 3

Including the Following Selected Features:

#### Conveyor:

Squeegee Conveyor with 3/16" AR Floor Plate

#### Main Broom:

Tube Main Broom (Standard)

#### Gutter Broom:

Tilt Power Dual Gutter Broom

#### Miscellaneous:

- Remote Grease Point, Conveyer/Main Broom
- Three Camera System (Locations TBD)

#### Hydraulic System:

- Hydraulic Filter Restriction Alarm & Indicator
- Hydraulic Pressure Gauge @ Valve Bank

#### Hopper:

Standard Hopper

#### Rear Lighting:

- Dual Rear Strobe w/Guard
- Arrowboard, Traffic Guide, Split LED
- Flush Mounted Rear Strobe / Turn Signals

#### Cab Lighting:

- · LED Strobe with Guard
- Grill Mounted Strobes (4)

#### Paint:

Painted White with Decal Kit

Mounted on a new 2024 Freightliner M2 truck chassis complete with the following features:

- 33,000 GVWR
- Dual Steer
- 12" Parabolic Mirror Set
- Air Filter Restrict Ind. Chassis
- Air Conditioning
- AM/FM
- Painted White



December 2, 2022 City of Lemoore Schwarze M6 Avalanche TE Quote Page 4

Price F.O.B. Lemoore, CA		\$388,010.00
Less Special Discount	-	12,494.00
Sub-Total		\$375,516.00
7.25 Estimated Sales Tax		27,224.91
CA Tire Fee (6 @ \$1.75 Each)		10.50
Total		\$402,751.41

- · Quotation includes delivery and on-site training.
- Normal delivery 240-270 days A.R.O., depending on truck chassis and component availability during production.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: Net 30
- Quotation valid for 15 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,

Municipal Maintenance Equipment, Inc.

James Wheeles

James Wheeler,

General Manager



Solicitation Number: RFP #093021

#### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Schwarze Industries, Inc., 1055 Jordan Road, Huntsville, AL 35811 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

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

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

#### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

#### 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

#### 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
  - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
  - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

#### 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

#### 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

#### 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

#### 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

- 3. Use; Quality Control.
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
- 5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### 17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
  - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
  - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
  - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
  - 1. Nonperformance of contractual requirements, or
  - 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

#### **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

#### 19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

# 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

# 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

#### 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Schwarze Industries, Inc.
By: Docusigned by:  Jevery Solwartz  COFD2A139D06489	By:  Docusigned by:  M.J. DuBois  C65CBA257A53411
Jeremy Schwartz Title: Chief Procurement Officer	M.J. DuBois, President, DuCo, LLC Title: Authorized Contract Administrator
11/22/2021   8:54 AM CST Date:	11/15/2021   10:16 AM PST Date:

Approved:

By: \_\_\_\_\_\_\_Chad Coauette
Title: Executive Director/CEO
\_\_\_\_\_\_\_\_11/22/2021 | 10:13 AM CST
Date:

# RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

### **Vendor Details**

Company Name: DuCo, LLC

1079 Tamiami Trl N

Address: #350

Nokomis, Florida 34275

Contact: MJ DUBOIS

Email: mjdubois@ducollc.com

Phone: 410-924-1004 Fax: 410-924-1004 HST#: 81-1963530

#### **Submission Details**

Created On: Thursday August 12, 2021 13:01:39

Submitted On: Wednesday September 22, 2021 09:28:53

Submitted By: MJ DUBOIS

Email: mjdubois@ducollc.com

Transaction #: e7e11140-46a9-4b3f-9740-d923b41df94e

Submitter's IP Address: 24.145.112.96

# **Specifications**

# Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Schwarze Industries, Inc. EIN: 63-0427445	k
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a	k
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a	k
4	Proposer Physical Address:	1055 Jordan Road Huntsville, AL 35811	k
5	Proposer website address (or addresses):	www.schwarze.com	k
6	must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the	M.J. DuBois, President of DuCo, LLC will be acting as both Contract Administrator and Authorized Negotiator for the duration of the proposal period and any subsequent contract award. See attached Authorization Letter.  DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004	k
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004	k
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Hendrickson, Schwarze VP of Sales and Marketing 1055 Jordan Road Huntsville, AL 35811 email: jhendrickson@schwarze.com Phone: 256-851-1150	

#### **Table 2: Company Information and Financial Strength**

Line	Question	Response *	
Item	Question	Kespulise	

Bid Number: RFP 093021 153 Vendor Name: DuCo, LLC

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Over 47 years ago, the founder of Schwarze Industries, Bob Schwarze, was a sweeping contractor. Because he wasn't able to find a sweeper design that truly met his needs, he built the company's first sweeper for his own use in cleaning parking areas. Within a decade, the combination of engineering craftsmanship, integrity, and strong customer services elevated Schwarze Industries to its position as the largest manufacturer of parking area sweepers in the United States. Due to the excellent reputation of its sweepers, Schwarze Industries is fast becoming one of the world's leading manufacturers of road sweepers as well. The Schwarze family credited its success with building innovative, simple-to operate sweepers and backing them with good old-fashioned attention to detail and customer support.
		In 2000, Schwarze Industries, Inc. was purchased by the Alamo Group (stock sign ALG), a publicly traded company whose various lines of commercial mowers are world-renowned for ruggedness and dependability. That means they can now additionally offer the financial strength and stability of a public company. All Schwarze sweepers are proudly built in Huntsville, Alabama. Schwarze Industries sweepers are in use throughout North America and over 35 countries around the world. Schwarze Industries distributes their "large" sweeper products exclusively through a worldwide dealer network, most of which are "government houses" specializing in equipment purchased by government entities.
		As a proud subsidiary company of The Alamo Group, Inc. (ALG), Schwarze Industries, Inc. adheres to the following Code of Business Conduct:
		"We at Schwarze Industries, Inc. are as committed to maintaining the highest ethical standards and to conducting our business in a manner consistent with our moral and legal obligations to our customers, suppliers, employees, shareholders and the public." The Code of Business Conduct and Ethics has been approved and adopted by The Alamo Group's Board of Directors and senior management and covers such concepts as confidential and proprietary information, inventions, conflicts of interest and fair dealing, corporate opportunities, insider trading and tipping, the Foreign Corrupt Practices Act, The Bribery Act 2010 and similar ant bribery laws, antitrust compliance, export controls, fraud, confidential reporting procedures and non-retaliation measures.
		The Code sets forth specific policies governing their conduct worldwide in Schwarze facilities and where they transact business. This Code is intended to be applied in good faith with reasonable business judgment within the framework of the law and sound ethical practices.
		It is the Company policy to observe and comply with all laws applicable to Schwarze Industries, Inc. and operations wherever business is located and to always act in a legal and ethical manner regardless of the location. The laws which apply to any given situation may only be the minimum standard. At all times, they must conduct themselves with integrity and honesty. (See Attachment)
10	What are your company's expectations in the event of an award?	As a current Sourcewell contract holder, Schwarze has an expectation that a contract awarded in response to this solicitation will hold the same benefit. They hope to continue to build on their past success and to providing your members with a continued exemplary level of service, quality products and discounted prices that reflect the quantities expected and previously experienced with the prior awarded contracts.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Schwarze Industries is financially sound. Schwarze's parent company is Alamo Group, which is a publicly traded entity. See the attached Alamo Group SEC report attached as well as the Alamo Code of Ethics.
12	What is your US market share for the solutions that you are proposing?	Schwarze operates in product categories that are sold primarily to the municipal government market segment and to a smaller degree, the commercial market segment. Schwarze's market share is 25%. Schwarze is among the top three manufacturers in municipal sweeper sales in North America and the number one manufacturer in parking lot sweepers.
13	What is your Canadian market share for the solutions that you are proposing?	Schwarze's Canadian Market Share is 10%. Schwarze has dealers in Canada and has received orders from Canadian entities utilizing the Sourcewell Contract.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Schwarze Industries nor its parent company, Alamo Group, have ever petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your	B, Schwarze Industries is a manufacturer, located in Huntsville Alabama, which works directly through a worldwide dealer network. Dealers in North America are individually owned companies. The dealerships are assigned a geographic territory for exclusive Schwarze product representation of their Street and Airport Sweepers. Each of their dealerships has sales, service and parts representation.  Schwarze Industries also employs "in house" small product sales personnel that represents only small
	distribution/dealer/reseiler (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	truck mounted parking lot sweepers.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to	a) State of Alabama Business License - required to manufacture and sell vehicles
	be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	b) City of Huntsville, AL Business License- Required to do business in the City of Huntsville, AL  c) State of Alabama Regulatory License – Alabama Department of Revenue Motor Vehicle Division requires this license to manufacture/sell motor vehicles.
		See attached documents.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Schwarze Industries as never been suspended or disbarred from participating with any agency.

# **Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 American Infrastructure Magazine Brand Survey Winner 2021 North American Power Sweeping Association - Gold Partner 2018 Operation Green Team Award Recipient	*
		Patent No. 10.711.416 Roadway Sweeper with multiple sweeping modes Patent No. 10.190.275 Pavement sweeper with conveyor lift-out drop-in system Patent No 9.783.942 Gutter broom position-control system	]
19	What percentage of your sales are to the governmental sector in the past three years	72% of Schwarze's sales are to the government sector for the past three years.	*
20	What percentage of your sales are to the education sector in the past three years	1% of Schwarze's sales are to the education sector for the past three years.	*
21	contracts that you hold. What is the annual sales	HGAC - Average Sales Volume \$945,000.00 per year STS - \$1,000,000 per year Missouri DOT - \$503,330.00 per year	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Schwarze does not hold an GSA contracts or Standing Offer and Supply Arrangements.	*

#### Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Delaware DOT See the attached Testimonial	Lawrence Hardy lawrence.hardy@delaware.gov	302-760-2505	*
City of Greenville See the attached Testimonial	Ben Carroll, Operations Manager	864-467-4345	*
County of San Joaquin See the attached Testimonial	Kevin Myose, Fleet Manager	209-468-3099	*

# **Table 5: Top Five Government or Education Customers**

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	ISIZA At Transactions *	Dollar Volume Past Three Years *
City of Phoenix DOT	Government	Arizona - AZ	Provide both air and mechanical sweepers	11 units	\$3,372,911.00
City of Philadelphia	Government	Pennsylvania - PA	Provide mechanical sweepers	15 units	\$5,199,515.00
City of Edmonton	Government	AB - Alberta	Provide mechanical sweepers	8 units	\$2,771,688.00
New Jersey DOT	Government	New Jersey - NJ	Provide High Dump Sweepers	8 units	\$2,653,462.00
Delaware DOT	Government		Provide both air and mechanical sweepers	7 units	2,835,598.00

# Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response*
25	Sales force.	The Schwarze Industries internal sales force is comprised of a Vice President of Sales and Marketing, Customer Service Manager, Sales Operation Manager, four sales support positions, four Regional Sales Managers broken down into geographic regions, and two Product Managers. Schwarze Industries also employs "In House" small product sales (parking lot sweepers) personnel that consist of one National Sales Manager, one Product Manager and four Sales Representatives.
		Schwarze dealers function as the outward facing sales arm of the Schwarze business. Schwarze dealers are contractually exclusive distributors of sweeper products.
26	Dealer network or other distribution methods.	Schwarze's dealer network functions as the outward facing sales arm Schwarze business. Their dealers are contractually exclusive distributors of their sweeper products and are trained in the selling, servicing and maintenance of the Schwarze equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service.
		Each dealer employs two to eight sales people who actively call on prospective clients in their areas of responsibility. Each dealership is individually owned and operated. Schwarze dealers are specialists and the sales force concentrates in the specialized field of pavement cleaning equipment.  See attached detailed Dealer Location Chart
27	Service force.	Schwarze has an internal team dedicated to the success of their products sold both through their dealer network as well as through the direct sales force. This team includes three Service/Warranty Technicians that assist the customer both internally and if required, travel extensively worldwide in support of their products as challenges develop. Schwarze also maintains servicing dealers that all have services locations spread within their respective territories. Road service is offered in most locations within the contiguous US, Hawaii and Alaska. Schwarze built a training facility in Huntsville Alabama to train local dealer's service force with a Manufacturer's Service Certification Program. They also provide service school at this new facility for their customers on a quarterly basis. The service school program can be attended by any customer who can travel to their facility.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements, terms, and conditions. The member will issue a Purchase Order directly to Schwarze.
		Schwarze will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel and Schwarze will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation.
		In the case where a dealer owns a stock unit that is to be sold to the member, DuCo will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly.
		MJ DuBois and the DuCo team will be the single source "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Schwarze's Customer Service Team consists of both Schwarze employees as well as Schwarze's extensive dealer network with over 100 locations across North America. Schwarze dealers are expected to maintain adequate parts inventory to maintain the population of Schwarze Products in their contracted area of responsibility. The commonly stocked parts include wear items or common maintenance parts. Schwarze also maintains a large inventory of parts to support the customer and dealer network in the field. Schwarze also has a robust service parts shipping process. With over 95% "on time" shipping, Schwarze is an established service business designed to keep their customers up and running. As part of becoming a contracted dealer, Schwarze requires regular training of the parts and service personnel to ensure timely and accurate assistance in servicing Schwarze customers.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Schwarze currently sells throughout the United States and is willing to provide products, parts and service to all Sourcewell participating entities.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Schwarze currently sells throughout Canada and is willing to provide products, parts and service to all Canadian Sourcewell participating entities.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Schwarze expects to sell, service a support their products within all of the United States and Canada and does not anticipate any geographic area that will not be fully serviced.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Schwarze expects to sell, service and support their products to all participating entities within all of the United States and Canada
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the extra costs involved prior to a Member issuing a Purchase Order.

Table 7: Marketing Plan

Line Item	Question	Response *

Bid Number: RFP 093021 156 Vendor Name: DuCo, LLC

So Describe your manerality of stribugy for processing and control of the processing and				
their product brochures (see statished coample), their avoidable private and peop publications, and of their vessellar (see statished), source worth their publications in product batter of vessellar (see statished) a character with their advances to their publications in product batter of vessellar (see statished) and their activities of their publications of their publications and their publications of their publications and their publications are statished to statish and their publications are statished and their publications are statished and their publications are statished and their publications ar	35	this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document	Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13	
data (e.g., social media, metalistis usage) to enhance marketing effectiveness.  Wideland and the control of th			their product brochures (see attached example), their advertising (on-line and paper publications), and on their website (see attached). Schwarze wants their customers to immediately know that they are a proud holder of this exclusive contract and have them know that they can take advantage of purchasing on this contract whether they are already a member or would like to become a member. Schwarze will also include Sourcewell graphic banners at trade shows to further market their participation. In order to further ensure that Schwarze is fully marketing the value of Sourcewell, they encourage Schwarze salespeople and their dealer sales representatives to attend regional Sourcewell training sessions as well as utilize their assigned Supplier Development Administrator to assist in answering questions for Members interested in learning more about	*
enhance marketing effectiveness.  Website Schwarze provides areas on its website where customers can answer their own questions or seek answers characteristic in the company's CRM subminist to sake or service receivementatives and reacted in the company's CRM subminist or sake or service receivementatives and reacted in the company's CRM subminist. Schwarze subminist to sake or service receivementatives and reacted in the company's CRM subminist. Schwarze sold uses Google Analytics to analyze how uses are finding the Schwarze waters and the subminist of the subminister	36		Schwarze uses the following digital marketing techniques to enhance its marketing effectiveness.	
Schwarze öptimizes its online confirent in a way that search engines such as Google Search like to show the content as a top result for searchers of a particular sweeper related keyword. Schwarze does this by regularly creating high-quality content for its website.  Content Markstring Schwarze builds a strong relationship with its target audience by giving them high-quality content that is very relevant to them on a consistent basis. These articles are called Schwarze Stories and are published bi-weekly on their website and social media. Similar articles are also printed in industry related magazines on a mornibly basis.  Search Engine Markstring Schwarze builds a strong search of a particular strong search of the Google results page) when someone searches for a particular keyword that is related to their business that strong search in the Google results page) when someone searches for a particular keyword that is related to their business are strongly in the social media palatement or markstring campaign.  Serial Media Markstring Schwarze business of particular search or promote Schwarze products and services through both fee and palat divertisement. Schwarze business relative sealest in schwarze dealer website schwarze schwide websites in common palat divertisement. Schwarze achievy utilizes Facebook I reating and the schwarze schwerze in sealer and palatement spathy and increase relative and services through both fee and palations and schwarze schwerze in sealer and palations of the schwarze schwerze in sealer schwarze			Schwarze provides areas on its website where customers can answer their own questions or seek answers from Schwarze representatives by filling out a simple request form on its product pages (Conversion Optimization.) This information is then submitted to sales or service representatives and recorded in the company's CRM software. Schwarze also uses Google Analytics to analyze how users are finding the Schwarze website and how users behave once on the website to further increase Schwarze's marketing	
Schwarze builds a stong relationship with its target audience by giving them high-quality content that is very relevant to them on a consistent basis. These articles are also printed in industry related magazines on a mornthy basis.  Search Engine Marketing Schwarze bilds for ad placement (via Google Ad/Vords) in Google's search sponsored links (very top spot on the Google results page) when someone searches for a particular keyword that is related to their business offering. These ads will link to either the Schwarze website or Schwarze dealer website depending on the targeted audience or marketing campaign.  Social Media Marketing Schwarze bilds and services through both free and paid advertisement. Schwarze actively utilizes Enacebook, Instagram, Twitter, Linkedin and YouTube to increase brand recognition, improve customer loyally and increase inbound traffic.  Digital Display Advertising Schwarze uses display advertising formats (text, image or video banners) to target potential customers on various sweeper industry websites such as worldsweeper.com. Determads com and northamericansweeper.com.  Enail marketing Schwarze uses email marketing to stay in front of customers and prospects who have said that they want to hear from us. Examples: Monthly parts seischwesteter. Dealer sales product builtens/white pagers.  Remarketing Schwarze targets customers who have already visited the Schwarze website, via Google Ad/Vords) they visit for the particular Schwarze behalte and special propers and that its demonstrated by the growth in Sourcewell Contract Sales.  Sourcewell Investigate the Sourcewell Product Business of the International Contract Into your sales process?  Are pour products or services available that the products of the particular Schwarze believes Sourcewell and information Webinars when trave that an other websites of contract Busings conditions to the significant plants of their fedelars to lead the buying process with its contract Dealer Meetings dendition devices of their fedelars to lead the buyin			Schwarze optimizes its online content in a way that search engines such as Google Search like to show the content as a top result for searches of a particular sweeper related keyword. Schwarze does this by regularly	
Schwarze bids for ad placement (via Google AdVords) in Google's search sponsored links (very top spot on the Google results page) when someone searches for a patical keyword that is related to their business offering. These ads will link to either the Schwarze website or Schwarze dealer website depending on the targeted audience or marketing companier.  Social Media Marketing Schwarze uses doil media platforms to promote Schwarze products and services through both free and paid advertisement. Schwarze actively utilizes Facebook, Instagram, Twitter, Linkedin and YouTube to increase brand recognition, improve customer loyalty and increase inbound traffic.  Digital Display Advertising Schwarze uses display advertising formats (text, image or video banners) to target potential customers on various sweeper industry websites such as worldsweeper.com, betternads.com and northamericansweeper.com.  Email marketing Schwarze uses e-mail as a way to improve customer service and more quickly respond to specific needs or help requests. Schwarze uses email marketing to stay in front of customers and prospects who have said that they want to hear from us. Exemples: Monthly parts sales/newsletter. Dealer sales product bulletins/white pages.  Remarketing Schwarze targets customers who have already visited the Schwarze website, based on cookie technology. When people laver the Schwarze website, ads appear on other websites (via Google AdVords) they visit for the particular Schwarze beginners and the promoting contracts arising out of this RFP?  And the schwarze targets customers who have already visited the Schwarze website has contract and the promoting contracts arising out of this RFP?  And the schwarze targets customers who have already visited the Schwarze that Google AdVords) they visit for the promoting contracts arising out of this RFP?  And the schwarze training the schwarze have met and know the Sourcewell schwarze from schwarze have met and schwarze that schwarze schwarze is schwarze and schwarze that schwarze schwarze			Schwarze builds a strong relationship with its target audience by giving them high-quality content that is very relevant to them on a consistent basis. These articles are called Schwarze Stories and are published biweekly on their website and social media. Similar articles are also printed in industry related magazines on a	
Schwarze uses social media platforms to promote Schwarze products and services through both free and paid advertisement. Schwarze actively utilizes Facebus, Instagram, Twitter, Linkedin and YouTube to Increase brand recognition, improve customer loyalty and increase inbound traffic.  Digital Display Advertising Schwarze uses display advertising formats (text, image or video banners) to target potential customers on various sweeper industry websites such as worldsweeper.com, betteroads.com and northamericansweeper.com. Email marketing of surface and more quickly respond to specific needs or help requests. Schwarze uses e-mail as a way to improve customer service and more quickly respond to specific needs or help requests. Schwarze uses e-mail marketing to stop in front of customers and prospects who have said that they want to hear from us. Examples: Monthly parts sales/newsletter. Dealer sales product bulletins/white papers.  Remarketing Schwarze targets customers who have already visited the Schwarze website, based on cookie technology. When people leave the Schwarze website, ads appear on other websites (via Google Ad/Vords) they visit for the particular Schwarze services and schwarze believes that Sourcewell's marketing model works and that is demonstrated by the growth in Sourcewell Contract Sales.  Representatives fron Schwarze have met and know the Sourcewell and Sourcewell is well aware of this concept. Sourcewell are services sourcewell this schwarze believes Sourcewell this schwarze believes Sourcewell this schwarze believes Sourcewell this schwarze has created a session at their National Dealer Meetings dedicated solely to sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonal dependency agreed success. Schwarze has utilized the flexibility that Sourcewell contract buying concept and is in agreement that it is the way of the future. Schwarze has created a session at their National Dealer Meetings d			Schwarze bids for ad placement (via Google AdWords) in Google's search sponsored links (very top spot on the Google results page) when someone searches for a particular keyword that is related to their business offering. These ads will link to either the Schwarze website or Schwarze dealer website depending on the	*
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	38	through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers		*

Bid Number: RFP 093021 157 Vendor Name: DuCo, LLC

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Schwarze has a hearty operator and maintenance training program. Dealers will train at time of delivery at no cost to the Member. Dealers also will do follow up training for members beyond the initial delivery for an additional fee. For those who are look for a more in-depth Training Option, Schwarze has a successful (8 years' operating) Global Training Academy. Schwarze's state-of-the-art facility trains on average 10 to 12 students a month on Maintenance and operations of their products. Cost of the class is \$150. See attached training schedule.	*
	,	Schwarze will also provide operations and maintenance videos to Members when available.	
40	Describe any technological advances that your proposed products or services offer.	With this new contract proposal, Schwarze is continuing to innovate for their customers. They follow a strict Voice of the Customer (VOC) product management structure. Based on customer current needs, Schwarze is offering 5 new products to Sourcewell members.	
		Two Non-CDL mechanical sweepers addresses customer request for units that do not require a specialized CDL operator to run.	
		Three new single engine design products eliminate the need for a secondary engine and reduces the dependency on third party service organizations to maintain additional equipment and increasing uptime capabilities.	
		CAN control system is utilized on all Schwarze commercial sweepers. This system eliminates over 200 connections and approximately 2500 feet of wire when building a sweeper. It allows for easy addition of options and system upgrades at any time in the machine lifetime. CAN technology conveniently gives operator and service technicians important vital on-board diagnostics for chassis and sweeper in an easy to view full color display. Some examples of this are sweeping hours, gutter broom hours, water pump hours, fuel consumption, percentage of load on engines, engine temperature, oil pressure, hydraulic temperature, and water tank level to name a few. Incorporated through the CAN system is full engine protection for automatic shutdown to prevent engine damage in case of an engine system failure. All CAN switches are color coded for easy identification and ease of use. Overall CAN technology is the now and the future of auto, truck, and machinery operating systems. Schwarze Industries has chosen to embrace this technology and utilize it to its maximum capabilities on their sweepers.	*
		Schwarze has just competed their new state of the art On-Line Parts/Service site. Located at shop.schwarze.com, customers can access: Wear Parts, Search by Model Have online access to parts and service manuals Access to How-to videos, model walk-arounds, operator and maintenance tips. Auxiliary Engine and Chassis resources 2D and 3D parts drawing assemblies	
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Schwarze's approach to sustainability is built around three dimensions: environmental responsibility, people and community, and governance and ethics. Within each dimension, Schwarze has identified specific material topics that help focus their efforts where they matter most.  At Schwarze, their environmental responsibility covers both the efficient use of natural resources in their facilities and the development of new products with sustainability goals in mind. In their facilities, the primary areas of	
		focus are energy, emissions, water, and waste management, all guided by a corporate environmental policy.  Below are our internal metrics for Sustainability  KEY METRIC - GOALS BY 2025	
		RENEWABLE ELECTRICITY - ABOVE 20% RENEWABLE ENERGY	
		RECYCLED WASTE - ABOVE 85% RECYCLED WASTE	*
		WATER USAGE - BELOW 1.00 CUBIC METERS/METRIC TONS SHIPPED	
		SCOPE 1 CO2 EMISSIONS - BELOW 0.25 METRIC TONS/METRIC TONS SHIPPED	
		SCOPE 2 CO2E EMISSIONS - BELOW 0.60 METRIC TONS/METRIC TONS SHIPPED	
		ENERGY - BELOW 6.00 GIGAJOULES/METRIC TONS SHIPPED	
		Schwarze also is heavily involved in partnering with their customers in Storm-water Management Education and outreach. They provide case studies, graphical wraps, and other educational materials as resources for municipalities to educate their citizens on the value of sweeping and the direct impact it has on our planet.	
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, lifecycle design (cradle-to-cradle), or other green/sustainability factors.	South Coast Air Quality Management District Certified (see attached) Certified Air Movement and Control Association for fan performance (see attached original cert 4/4/2000 and recertified 2019) ISO 9001-2015 Certified - Renewed certification in 2020 AQMD PM10 Certified	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed.	
	documentation of certification (as applicable) in the document upload section of your response.	Schwarze is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract.	*
	,	Schwarze is committed to hiring Veterans and Persons with disabilities in their hiring practices. They have many veterans currently employed. Schwarze partners with Veteran organizations when recruiting for all positions.	

Bid Number: RFP 093021 158 Vendor Name: DuCo, LLC

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44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	With the most diverse product offering in the sweeping industry, Schwarze Industries provides a consultative approach to guiding Sourcewell Members to find the right equipment to meet their needs. With over 100 dealer locations across North America, employing over 800 Sales and Service personnel, Schwarze has built a sales and service network fully capable of addressing a Sourcewell Member's sweeping equipment needs. With 50 years in business and a member of the Alamo Group, Schwarze has forged strong partnerships with brands such as Freightliner, Cummins, Isuzu, John Deere, and many more in order to maximize the service strength to their customers.	
		Schwarze also offer Industry leading warranties such as:	*
		Schwarze stainless steel hoppers with lifetime warranty shall be warranted against rust perforation and corrosion perforation for the 'LIFETIME" of the sweeper of the ownership period of the original owner. This warranty is non-transferable.	
		Schwarze warranties hydraulic valves and motors for a period of two years and hydraulic pumps and fittings for five years. This warranty applies to the original owner only and is non-transferable.	
		State of the art online parts and service support referenced above in question 40.	

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# **Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
yı fr		Schwarze warrants their equipment be free of defects in material and workmanship for one year or 1200 usage hours after purchase. Schwarze also warrants new parts be free from defects in material and workmanship for 90 days after purchase. Schwarze covers the repair or replacement of defective parts in both scenarios.
		Schwarze stainless steel hoppers come with a lifetime warranty. They are warranted against rust perforation and corrosion perforation for the 'LIFETIME" of the sweeper of the ownership period of the original owner, of which LIFETIME WARRANTY must be acknowledged on the original sales order. Warranty repairs must be made by Schwarze Industries or authorized agents. This warranty is non-transferable.
		Schwarze warranties hydraulic valves and motors for a period of 2 years and hydraulic pumps and fittings for 5 years. These warranties are subject to maintenance requirements and annual inspections by a Schwarze authorized agent/dealer. This warranty applies to the original owner only and is non-transferable.
		All Schwarze Single Engine Sweepers warranty the VPD (single engine drive device) for a period of three years with unlimited hours of use.
		All labor on pre-authorized warranty items is covered under Schwarze's warranty.
		Schwarze is committed to providing parts for warranty claims within 48 hours of the claim being filed.
		There are longer warranty coverage periods for units mounted on commercial chassis. That coverage,for example, would come from the chassis manufacturer and carries a three year standard warranty. Also, some Schwarze models utilize John Deere auxiliary engines that have a two year coverage period. Each OEM component would be covered by their own warranty.
		Extended multiple year warranties are available to purchase at a "pass through" price for these OEM components when the original purchase of the machine is made.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The above warranty information states 1200 usage hours. If beyond the 1200 hour standard warranty, warranty would be negotiated.
		Each component's warranty will carry the original equipment manufacturers warranty.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The warranty coverage will be reviewed on a case-by-case basis with the customers dedicated Warranty Specialist. Travel time and mileage may be considered to be covered under warranty. Typically, the customer is expected to take the unit in to a local dealer to perform warranty repairs.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every geographic region of the United States and Canada will be covered by either local dealer's certified technicians or Schwarze will provide each customer specialized assistance for warranty repairs. Each Member not accessible to a local dealer will have to contact Schwarze's dedicated warranty specialists, communicate the issue of concern and receive a written Statement of Warranty work from their Warranty Specialist. If the customer is comfortable with working on the unit with the written permission from Schwarze, they will be shipped parts at no cost, return any defective parts required (at no cost) and will be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Schwarze will not cover warranty service for items made by other manufacturers that are part of this proposal. The warranties are issued and serviced by authorized OEM dealers throughout the United States and Canada.
		Examples of these OEM's would consist of John Deere, Cummins, and Freightliner. If any member should have trouble with this arrangement, Schwarze will help the Member facilitate the utilization of these OEM warranties.
50	What are your proposed exchange and return programs and policies?	Because each unit is built to order, there is no set exchange or return policies.
51	Describe any service contract options for the items included in your proposal.	Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employ dedicated parts and service personnel.
		Schwarze dealers have been specifically chosen to represent products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to Schwarze that all of their dealers develope a strong trust and commitment with their local customers. All Schwarze dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. Schwarze does not offer service contract options directly to their customers.

# **Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
52		Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by-case basis.  Payments for units can be paid for my check, wire transfer or Automated Clearing House transfer (AHC).  P- **Cards can be used to purchase parts only.
	Describe any leasing or financing options available for use by educational or governmental entities.	Schwarze does utilize municipal and non-profit leasing through third party vendors if there is Member interest.  Schwarze does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. Schwarze will work with other Sourcewell Awarded Vendors (NCL) or any leasing agency of the Member's choice.
	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See the attached sample Sourcewell Quote.
	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Schwarze will accept the P-card or credit cards for all Members with no fees for parts.  * P-card will not be available for sweeper units.

# **Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	It is Schwarze's intent to offer a percentage discount from the manufacturer list price to the Sourcewell Members on all of the items being proposed in this offer. Schwarze's discount will be based on a percentage off of the profit-making base model portion of this award.  Schwarze mounts their products on commercial truck chassis. In order to provide the customer with convenience and the best pricing available, Schwarze will provide the truck chassis with no profit associated or at a Pass-Through price. This gives the Members the ability to utilize quantity discounts that are offered by the chassis manufacturers to the body manufacturers. Schwarze purchases chassis with substantial quantity discounts. Schwarze will also allow the customer to supply their own chassis in which to mount the body.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Schwarze is proposing a 5% discount from the base model list price for all of their sweeper products.  Schwarze is proposing a 3% discount and free shipping for parts and accessories over \$12,000. on a single order. Members will receive these special discounts after issuing a Purchase Order for parts only with their Soucewell Member number.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Schwarze will offer additional discounts for volume purchases. There will be an additional 2% discount off the base unit discounted price for a single Purchase Order for 4 or more units.  At this time, Schwarze does not offer any rebate programs.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	It is Schwarze's intention to cover all items available on their commercial price lists. Schwarze does realize, from time to time, there may be individual requirements that will not be listed. Schwarze will provide any items "specific" to Sourcewell Members needs that they are able to. The pricing for such items will be cost plus 20%. Prior to accepting an order with Open Market items from a Sourcewell Member, Schwarze will discuss the availability of a specific request and price the item. Any documentation of cost that Schwarze can provide for these items will be presented on an individual basis when requested.	*

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60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional	There are several costs not included in the pricing submitted in this proposal. These costs are listed below:
	charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Schwarze will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.
		Federal Excise Tax: Schwarze is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. Schwarze will pay this tax directly to the Internal Revenue Service.  The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If Schwarze is provided a Federal Excise Tax Exemption Certificate, they will not be required to collect this tax.
		Mounting Fee: This fee is charged to the customer when ordering a truck mounted unit. Mounting fees cover the cost of the mounting of the body on the desired truck chassis.
		Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. Schwarze pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards.
		Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges are at a pass-through price. Schwarze has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members.
		Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log.
		Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both "Drive-A-Way" service and common carrier service will be used.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner.
		If the customer wishes that Schwarze deliver via ocean transport, Schwarze will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been their experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Schwarze will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Schwarze strives to provide the equipment as customer specified and to their satisfaction upon delivery.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As stated above, Schwarze does pass on negotiated, competitively bid freight pricing to their customers.
		Most of the Schwarze Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.

# Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64		Schwarze fully recognizes the value of the national Sourcewell Contract and as such gives the best discounts available to Sourcewell Members.

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Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65		Due to the unique nature of this proposed contract representation, Schwarze builds in an automatic audit process.	
that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.		not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for each Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Schwarze will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The sale, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter.	
		As a secondary check, when Schwarze receives a payment for a unit, Schwarze will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Schwarze values the ability to service Sourcewell Members with their products. In order for Schwarze to ensure they are providing a product that Sourcewell Members want, they will be evaluating the sales, Quarterly and Annually, to ensure growth. Schwarze will respond accordingly to specific regional performance through Dealer Training as well as participation in Sourcewell training classes.	
		As a member of the Alamo Group, Schwarze is expected to increase their sales each year. Schwarze operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal. It is Schwarze's goal to not only increase its company sales to Sourcewell Members each year but increase their market share within the sweeper products offered to Sourcewell Members. If they are able to see measured increase in Sourcewell market share when compared to other companies in their product category, they feel this is a strong measurement of success with the Sourcewell Contract.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Schwarze proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your	Regenerative Air Sweeper Machines
	proposal.	A4 Storm - 4.5 Cubic Yard Non-CDL regenerative air road sweeping truck. Ideal for small areas in cities and towns. Very maneuverable in tight quarters yet very powerful.
		A7 Tornado Twin engine or Single engine8.4 Cubic Yard Large Multi- Purpose Regenerative Air Sweeper. Ideal for roads and highways picking up large amounts of debris. Helps cities and contractors meet the EPA's MS4 requirements to mitigate storm water runoff. Easy to maintain, yet powerful enough for the most demanding applications.
		A7 Zephyr -8.4 Cubic Yard Regenerative Air Runway Sweeper. The Zephyr is the choice for runways and airfields. With sweeping speed capability of up to 25 mph, the Zephyr is designed to cover a large amount of surface quickly. This is very important to the aviation industry ( commercial and military ) so as to rapidly remove debris that could cause FOD Foreign Object Damage to Aircraft. FOD is the single largest controllable cause of damage to Aircraft on runways.
		A8 Twister Twin Engine or Single Engine -6 Cubic Yard High Dump Regenerative Air sweeper. The Twister Incorporates all of the powerful road cleaning features of the A7 Tornado with a High Dump Hopper. The Stainless steel Hopper Has dump height range of 2' to 12' high. This is convenient for dumping accumulated debris directly into waste hauling trucks or containers.
		A9 Monsoon Twin Engine or Single Engine - 9.6 Cubic Yard Regenerative Air Street Sweeper. Largest payload in the regenerative air sweeping industry. This means more time on the job before dumping. Not only is the hopper larger but so are the debris screens in the hopper. More sweeping time before clean-outs, and steady performance throughout the entire loading process. Ideal for long stretches of roadway that need to be cleaned.
		Pure Vacuum Sweeper
		Hypervac Pure Vacuum road sweeper - 8.4 Cubic Yard Pure Vacuum sweeper. The Hypervac uses massive power of the A series sweepers in the vacuum design of the Hypervac, however instead of the air being re-circulated, the air is essentially scrubbed free of dirt and debris before being exhausted into the Atmosphere. This machine uses as many as 5 brushes as once to clean the road surface. This application process conforms to any irregular surface conditions leaving roadway clean and debris free. The 5 brush design is revolutionary in the pure vacuum market and is only a

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Schwarze product

#### Mechanical Sweepers

M4 Cascade Mechanical Broom Sweeper - 4 Cubic Yard Mechanical Broom Sweeper. The M4 Cascade leads the way in compact heavy debris sweeping. Non- CDL in design, this machine is ideal for removing bulky debris from construction sites. The small cab over chassis configuration makes the M4 highly maneuverable for sweeping tight congested areas. High dump capability, up to ten feet, enables on site dumping into containers or mobile trucks for waste containment. Over all the M4 fills many needs for smaller contractors and governments that have the need for heavy sweeping.

M5 Torrent Mechanical Broom Sweeper - 4.5 cubic yard Mechanical Broom Sweeper. The M5 Torrent incorporates all of the features of the compact M4 cascade into a slightly larger footprint. Designed with a larger stainless steel 4.5 cu/yd Hopper, the Torrent is built on a heavier GVWR Chassis. This allows for larger loads and chassis that can withstand the rigors of long highway travel in between jobs. The M5 remains Non-CDL, staying under the 26,000 lb threshold.

M6 Avalanche Mechanical Broom Sweeper Twin engine or Single engine - 5 Cubic Yard Mechanical Broom Sweeper. The M6 Avalanche is the pinnacle of large debris commercial mechanical sweepers. The rugged design is meant for the most demanding of sweeping scenarios. Routinely used by paving contractors behind milling machines as well as tar and chip operations, the M6 Avalanche has the power to meet these needs. A fully integrated CAN operation system allows for memory presets "Six Sense" for on the fly quick adjustments to the sweeper for matching ever changing debris and road surface conditions.

#### Parking Lot Sweepers

Super Vac Gale force - 4.5 Cubic Yard Parking Area Sweeper. The Gale Force Is the most powerful parking lot sweeper on the market. With a 74hp auxiliary engine dedicated to sweeping functions, and 39 inch diameter gutter broom the Gale Force cleans up quickly and efficiently. Built for The most demanding parking lot sweeping contractors, the Gale Force is built to do the job day in day out. A standard stainless steel hopper is meant to last a lifetime with easy cleaning.

Super Vac Vortex - 4.5 Cubic Yard Parking Area Sweeper. The Vortex maintains the generous capacities of the Gale Force, but with a smaller power plant to meet the needs of the smaller sweeping contractors. Standard Stainless steel hopper, 93 gallon dust suppression system, and vertical steel digger type gutter brooms ensure the Vortex is ready to meet the challenges of parking lot sweeping.

Super Updraft - 3 cubic yard Low Profile Parking Lot Area Sweeper. The Super Updraft provides the unrivaled performance of Schwarze parking lot sweepers in a low profile format. By using a pick up truck chassis and a smaller 3 cu/yd hopper, the Super Updraft can sweep in areas with vertical overhead clearance limits. This specifically is in regard to parking garages. No Matter where, the Super Updraft will effortlessly keep these areas clean.

Updraft - -2 Cubic Yard low profile parking area sweeper. This light weight, low profile sweeper is ideal for parking areas with delicate surfaces. The poly wafer gutter broom will not mark surfaces such a decorative brick and pavers. Built with a stainless steel hopper, the Updraft is built to last. Ideal for Colleges, Universities, and beautified downtown areas.

Super Vac Aero - 2 Cubic Yard Portable Slide in/ Tow Behind Trailer sweeper. The Aero is an ideal machine to be kept on site for quick cleanups post event. Sports Arenas, Concert venues, and public Parks can utilize the Aero with great efficacy. Additionally The Aero has the ability to blast air off to the side of the machine where blowing off debris is a better option.

#### Road and Asphalt Repair Patchers

Road Patcher - 6.5 Cubic Yard Truck Mounted Road Patcher. The truck Mounted road patcher is a one person operation. With a fully automated hydraulic boom the Road Patcher makes fixing pot holes quick and easy. The machine uses air, aggregate (stone) and emulsion (tar) to clean, prep and fill the pot hole or deviation in the road surface. The truck mounted road patcher keeps the operator off the street and safely inside the cab of the truck.

- 2 Cubic Foot Spray Patcher tow behind Street Max. This tow behind machine is fed aggregate from a standard dump body that is towing it. This allows for Multiple repairs with a trailer-able unit that is not limited by capacity due to the fed by dump design.
- -2 Cubic Yard Spray Patcher tow behind Road King. Road King is a fully self contained tow behind spray patcher with a 2 cu/yd aggregate capacity. The Road King is ideal for those who do not want to dedicate a full time vehicle to road patching operations.

Demonstration equipment, dealer stock and used equipment is also being offered within this response.

Wear parts are being offered to Sourcewell Members with a 3% discount when purchasing parts in excess of \$12,000.00. This offer also come with free shipping via Schwarze delivery platform.

69 Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]

Regenerative Air Street Sweepers- CDL
Regenerative Air Street Sweepers- Non CDL
Mechanical Street Sweepers- CDL
Mechanical Street Sweepers-Non CDL
Pure Vacuum Street Sweepers
Parking Lot Sweepers
High Speed Runway Sweepers
Pothole Patching Equipment

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#### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	© Yes	Schwarze offers many types of units in this category (from 2 yard debris hoppers to the industries largest, 9 yard debris hopper as well as two different types of vacuum systems in each of the size categories. Schwarze offers three different types of mechanical broom sweepers. In order to meet individual Member requirements, there are three different types of fuel platforms (gas, diesel or CNG), as well as single engine or twin engine technologies.	*
71	Runway sweeping and cleaning equipment	© Yes ○ No	Schwarze offers the same variety of Runway sweepers as listed in the above street sweepers.	*
72	Litter, trash, and debris vacuums	© Yes ○ No	Schwarze sweepers have optional vacuum hoses on their varied size sweepers for the purpose of litter, trash and debris removal.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	© Yes ○ No	Schwarze is offering wear parts in this response with a 3% Discount	*

#### Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

#### **Documents**

#### Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Pricing Schwarze Sourcewell PRICE LIST 09\_30\_2021.zip Wednesday September 22, 2021 09:28:08
  - Financial Strength and Stability Financial Str and Licenses.zip Thursday September 16, 2021 10:47:24
  - Marketing Plan/Samples Brochures Ads Website.zip Thursday September 16, 2021 10:47:46
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information Training and Dealer Network.zip Thursday September 16, 2021 10:48:38
  - Standard Transaction Document Samples SAMPLE SOURCEWELL QUOTE TO MEMBER.pdf Thursday September 16, 2021 10:50:01
  - Upload Additional Document RepLetter Ref Letter Certs.zip Thursday September 16, 2021 10:50:33

#### Addenda, Terms and Conditions

#### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
  - Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States
    Department of the Treasury found at: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

■ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, DuDo LLC for Schwarze Industries

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

#### € Yes € No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Bid Number: RFP 093021 166 Vendor Name: DuCo, LLC

# DocuSign Envelope ID: 12401640-D042-4FC8-A891-F9F54085B82E

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	区	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	R	2



119 Fox Street • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003

# **Staff Report**

Item No: 5-1

To:	Го: Lemoore City Council				
From:	Michelle Speer, Assistant City Ma	anager/Admin. Services Director			
Date:	March 10, 2022 Meeting Date: April 4, 2022				
Subject: Audit Report for Year Ended Ju		e 30, 2022			
Strategic	Initiative:				
☐ Saf	e & Vibrant Community	☐ Growing & Dynamic Economy			
⊠ Fiso					
☐ Cor	mmunity & Neighborhood Livability	☐ Not Applicable			

# **Proposed Motion:**

Receive and file the Audit Report and Financial Statements for year ended June 30, 2022.

# Subject/Discussion:

City staff and consultants from Hudson Henderson Company (auditors) will present the City's Audit Report for Fiscal Year ending June 30, 2022.

The financial results and analysis related to the financial statements of June 30, 2022, were reviewed and discussed with Hudson Henderson to ensure accuracy. For the year ending 2022, no findings were reported in the City's annual audit. The last time the City had an audit with no findings was Fiscal Year 2007.

# Financial Consideration(s):

None.

# **Alternatives or Pros/Cons:**

None.

# **Commission/Board Recommendation:**

None.

Staff Recommendation:
Staff recommends that City Council receive and file the City's Audit for year ended June 30, 2022.

Attachments:	Review:	Date:
☐ Resolution:		03/29/2023
☐ Ordinance:	□ City Attorney	03/31/2023
□ Map	□ City Clerk	03/30/2023
☐ Contract	☐ City Manager	
Other	⊠ Finance	03/28/2023
List: Audit Report		



March 10, 2023

To the Honorable Mayor and Members of the City Council City of Lemoore, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lemoore, California (the City) as of and for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, Government Auditing Standards and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 13, 2022. Professional standards also require that we communicate to you the following information related to our audit.

#### **Significant Audit Findings**

#### Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. During 2022, the City implemented GASB Statement No. 87 – *Leases*. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The City does not have any particularly sensitive estimates affecting the financial statements.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosures of the employee pension plan and related account balances are presented in Note 12 to the financial statements. Analysis of these balances rely mostly on the actuarial evaluation obtained by management. The significance of the estimated future liability and related deferred inflows and outflows or resources makes these sensitive disclosures for the users of the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing the audit.

#### Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. All material adjustments were communicated to management in our separate Report to Management, including our identification of an internal control related issue as noted during the course of our audit.

City of Lemoore March 10, 2023 Page 2 of 2

#### Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### **Management Representations**

We have requested certain representations from management that are included in the management representation letter dated March 10, 2023.

#### Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### **Other Matters**

We applied certain limited procedures to the budgetary comparison schedules for the General Fund, Lemoore Housing Authority Special Revenue Fund and Gasoline Tax Special Revenue Fund, schedule of the City's proportionate share of the net pension liability, and schedule of plan contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining fund financial statements, which accompany the financial statements but are not RSI. We were also engaged to report on the schedule of expenditures of federal awards, which is issued in a separate report from the financial statements. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

#### Restriction on Use

This information is intended solely for the information and use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

HUDSON HENDERSON & COMPANY, INC.

Hudson Handerson & Company, Inc.

By: Brian Henderson, CPA

# **CITY OF LEMOORE**

**SINGLE AUDIT REPORT** 

FOR THE YEAR ENDED JUNE 30, 2022

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# INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor and Members of the City Council City of Lemoore, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lemoore, California (the City), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 10, 2023.

#### **Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we considered to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

#### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

# **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HUDSON HENDERSON & COMPANY, INC.

Hudson Harderson & Company, Inc.

Fresno, California

March 10, 2023



# INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and Members of the City Council City of Lemoore, California

#### **Report on Compliance for Each Major Federal Program**

#### **Opinion on Each Major Program**

We have audited the City of Lemoore, California's (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2022. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

### Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

#### Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

#### Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists.

The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to
  design audit procedures that are appropriate in the circumstances and to test and report on internal control
  over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion
  on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is
  expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

#### **Report on Internal Control over Compliance**

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

# Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 10, 2023, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

#### **Purpose of Report**

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

HUDSON HENDERSON & COMPANY, INC.

Hudson Harderson & Company, Inc.

Fresno, California March 10, 2023

# CITY OF LEMOORE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2022

Federal Grantor/ Pass-through Grantor/ Program or Cluster Title	Federal CFDA No.	Grant Number	Pass- Through to Sub- recipients		Federal Expenditures	
U.S. DEPARTMENT OF JUSTICE						
Passed through the County of Kings						
Edward Byrne Memorial Justice Assistance Grant	16.738	N/A	\$	-	\$	3,798
TOTAL U.S. DEPARTMENT OF JUSTICE				-		3,798
U.S. DEPARTMENT OF TRANSPORTATION						
Passed through the California Department of Transportation						
Highway Planning and Construction Cluster						
Highway Planning and Construction	20.205	CML-5115 (036)		-		11,148
Highway Planning and Construction	20.205	HIP-5115 (040)		-		19,103
Total Highway Planning and Construction Cluster				-		30,251
TOTAL U.S. DEPARTMENT OF TRANSPORTATION				-		30,251
U.S. DEPARTMENT OF THE TREASURY						
Passed through California Department of Finance						
Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	-	-		6,393,188
TOTAL U.S. DEPARTMENT OF THE TREASURY				-		6,393,188
U.S. DEPARTMENT OF HOMELAND SECURITY						
Passed through the Kings County Office of Emergency Services						
Homeland Security Grant Program (HSGP)	97.067	2018-0054		-		37,570
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY				-		37,570
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$	-	\$	6,464,807

The accompanying notes are an integral part of the Schedule of Expenditures of Federal Awards.

# CITY OF LEMOORE NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

#### NOTE 1 – GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents all the activity of all the federal award programs of the City of Lemoore, California (the City) for the year ended June 30, 2022. The City reporting entity is defined in Note 1 to the City's basic financial statements. Federal awards received directly from federal agencies as well as federal awards passed through other government agencies are included on the schedule.

#### **NOTE 2 – BASIS OF ACCOUNTING & PRESENTATION**

Consistent with the City's method of filing federal financial reports, the accompanying Schedule of Expenditures of Federal Awards is prepared using the accrual basis method of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S., Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Therefore, some of the amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the basic financial statements. The amounts reported in the accompanying Schedule of Expenditures of Federal Awards agree, in all material respects, to amounts reported within the City's basic financial statements.

#### NOTE 3 – RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

Amounts reported in the accompanying schedule agree with the amounts reported in the related periodic federal financial reports.

### NOTE 4 – CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

The CFDA numbers included in the accompanying Schedule of Expenditures of Federal Awards were determined based on the program name, review of the grant or contract information and the Office of Management and Budget's Catalog of Federal Domestic Assistance.

### NOTE 5 - PASS-THROUGH ENTITY IDENTIFYING NUMBERS

When Federal awards were received from a pass-through entity, the Schedule of Expenditures of Federal Awards show, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the City has either determined that no identifying number is assigned for the program or the City was unable to obtain an identifying number from the pass-through entity.

#### **NOTE 6 – INDIRECT COST RATE LIMITATION**

The City does not use the 10 percent de minimis indirect cost rate.

# **CITY OF LEMOORE** SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2022

# **SECTION I – SUMMARY OF AUDITORS' RESULTS**

Financial Statements					
Type of auditors' report issed	:		Unmod	lified	
Internal control over financia	l reporting				
Material weakness	s identified?		Yes _	Х	No
<del>-</del>	ncy(ies) identified th naterial weaknesses?		 Yes _	Х	No
Noncompliance material to fi	 Yes _	Х	No		
Federal Awards					
Internal control over major fe	deral programs:				
Material weakness	s identified?		 Yes _	Х	No
_	ncy(ies) identified th		Yes _	Х	No
Noncompliance material to fe	deral awards?		 Yes _	Х	No
Any audit findings disclosed taccordance with 2CRF section	· ·	e reported in	Yes _	Х	No
Type of auditors' report issue Federal programs:	d on compliance for	major	Unmod	lified	
Identification of major progra	ıms:				
CFDA Number: 21.027	·	<u>e of Federal Prog</u> navirus State an		ery Funds	
Dollar threshold used to disti Between Type A and B program	•		\$750,0	000	
Auditee qualified as a low ris	k auditee?		Yes	X	Nο

# CITY OF LEMOORE SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued) FOR THE YEAR ENDED JUNE 30, 2022

# **SECTION II – FINANCIAL STATEMENT FINDINGS**

There are no financial statement findings to be reported in accordance with *Government Auditing Standards*.

# **SECTION III – FEDERAL AWARD FINDINGS**

There are no financial statement findings to be reported in accordance with the Uniform Guidance.

# CITY OF LEMOORE SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2021

#### **SECTION II – FINANCIAL STATEMENT FINDINGS**

Finding 2021-001 – Significant Deficiency Capital Asset Disposals

#### Condition:

While performing procedures over the City's capital asset disposals, we noted that the disposal of one of the City's water tanks was not properly recorded in the financial records of the City. The City's water tank suffered catastrophic damage and was destroyed along with other City property located nearby during the fiscal year. The disposal of this asset resulted in a material adjustment being recorded in the City's Water Fund that was previously absent.

#### Criteria:

Per COSO's Internal Control – Integrated Framework, the City should implement adequate internal controls to ensure that the process over reporting of capital assets is designed to provide reasonable assurance that all significant capital asset activity is properly recorded and reported to ensure reasonably stated financial reporting.

#### Cause:

The City has a process in which capital asset disposals are communicated from the various departments to the City finance department. However, this disposal wasn't communicated to the finance department, and thus was missed as part of the financial statement closing process.

#### Effect:

The City's Water Fund capital assets was not properly reported, resulting in a material adjustment to correct the capital asset and loss on disposal of assets account balances.

#### Recommendation:

We recommend that the City implement multiple levels of review to ensure that the City's capital asset listing is correctly reported as of year-end and all capital asset activity is reflected in the City's note disclosure. Additional training to departments regarding proper reporting of capital asset disposals and other significant capital asset activity would further help prevent reporting errors in the future.

## Management Response:

The City recognizes that there was an oversight in the reporting of the disposal of a capital asset related to the Water Division. The City has a process in place for reporting capital asset disposals, however, given the circumstances surrounding the incident, City staff was focused on critical issues as a result of the incident and asset disposal did not meet the level of urgency. The City is confident this issue will not arise again, as processes are in place, and the circumstances surrounding the issue were unusual.

## **Current Year Status:**

Implemented.

#### **SECTION III – FEDERAL AWARD FINDINGS**

There were no financial statement findings reported in accordance with the Uniform Guidance in the prior year.

# CITY OF LEMOORE CALIFORNIA

# **FINANCIAL STATEMENTS**

FOR THE YEAR ENDED JUNE 30, 2022

# <u>CITY OF LEMOORE</u> FOR THE YEAR ENDED JUNE 30, 2022

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#### INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council City of Lemoore, California

#### Report on the Audit of the Financial Statements

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lemoore, California (the City), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

# **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

# Change in Accounting Principle

As described in Note 20 – Restatement of Beginning Net Position/Fund Balance to the financial statements, in 2022, the City adopted new accounting guidance, GASB Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter

## Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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#### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or
  error, and design and perform audit procedures responsive to those risks. Such procedures include
  examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that
  are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness
  of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting
  estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### Required Supplementary Information

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedules for the general fund, streets special revenue fund and Lemoore housing authority special revenue fund, schedule of the City's proportionate share of the net pension liability, and schedule of contributions, as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

#### Other Reporting Required by Government Auditing Standards

Hudson Harderson & Company, Inc.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 10, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

HUDSON HENDERSON & COMPANY, INC.

Fresno, California March 10, 2023 THIS PAGE IS LEFT BLANK INTENTIONALLY.

BASIC FINANCIAL STATEMENTS

# CITY OF LEMOORE STATEMENT OF NET POSITION JUNE 30, 2022

	G	overnmental Activities	Bu	isiness-Type Activities		Total
ASSETS						
Cash and investments	\$	34,510,493	\$	25,354,101	\$	59,864,594
Restricted cash and investments		547,148		7		547,148
Restricted cash and investments with fiscal agents Receivables:		-		/		7
Accounts, net		396,898		3,477,138		3,874,036
Interest		18,444		14,092		32,536
Notes		7,471,838		87,393		7,559,231
Intergovernmental		5,458,466		- ,		5,458,466
Leases		299,752		310,323		610,075
Public-private partnership		-		1,076,974		1,076,974
Prepaid expenses		14,413		94,090		108,503
Internal balances		(53,203)		53,203		-
Assets held for resale		1,485,564		-		1,485,564
Other assets		40,000		-		40,000
Capital assets not being depreciated/amortized Capital assets, net of accumulated depreciation/		7,191,842		39,710,643		46,902,485
amortization		54,230,569		29,332,411	_	83,562,980
Total assets	_	111,612,224		99,510,375	_	211,122,599
DEFERRED OUTFLOWS OF RESOURCES						
Pension related		2,672,650		965,864	_	3,638,514
Total deferred outflows of resources		2,672,650	_	965,864		3,638,514
LIABILITIES						
Accounts payable		736,911		1,076,295		1,813,206
Retainage payable		138,153		1,652,585		1,790,738
Accrued interest payable		-		113,053		113,053
Deposits and other liabilities		514,171		78,804		592,975
Unearned revenue		120,096		-		120,096
Noncurrent liabilities:						
Due within one year: Compensated absences		351,253		99,637		450,890
Lease liabilities		25,634		99,037		25,634
Bonds and notes payable		-		644,995		644,995
Due in more than one year:				,		,
Compensated absences		227,552		34,097		261,649
Lease liabilities		87,814		-		87,814
Bonds and notes payable		-		32,794,160		32,794,160
Advances from Successor Agency		-		1,812,380		1,812,380
Net pension liability		5,777,449		2,732,981	_	8,510,430
Total liabilities		7,979,033		41,038,987	_	49,018,020
DEFERRED INFLOWS OF RESOURCES						
Pension related		4,525,159		2,535,166		7,060,325
Lease related		421,463		340,528		761,991
Public-private partnership related		<del>-</del>		1,244,513	_	1,244,513
Total deferred inflows of resources		4,946,622		4,120,207	_	9,066,829
NET POSITION						
Net investment in capital assets		61,308,963		35,603,899		96,912,862
Restricted for:						
Public safety		45,157		-		45,157
Public works		9,333,123		-		9,333,123
Community development Parks and recreation		15,947,037 20,375		-		15,947,037 20,375
Capital projects and improvements		8,947,994		87,393		20,375 9,035,387
Debt service reserve				7		9,033,367 7
Unrestricted	_	5,756,570		19,625,746		25,382,316
Total net position	\$	101,359,219	\$	55,317,045	\$	156,676,264

# **CITY OF LEMOORE STATEMENT OF ACTIVITIES** FOR THE YEAR ENDED JUNE 30, 2022

			Program Revenues	S	Net (Expense) Revenue and Changes in Net Position			
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total	
Functions/programs:								
Primary government: Governmental activities:								
General government	\$ 866,242	\$ 324,540	\$ -	\$ -	\$ (541,702)	\$ -	\$ (541,702)	
Public safety	8,887,526	483,767	358,906	2,151,554	(5,893,299)	-	(5,893,299)	
Public works	4,416,207	735,500	1,979,602	442,616	(1,258,489)	-	(1,258,489)	
Community development	840,337	747,999	87,370	-	(4,968)	-	(4,968)	
Parks and recreation	555,999	241,072	5,300	148,340	(161,287)	-	(161,287)	
Interest on long-term debt	1,784			<del></del>	(1,784)		(1,784)	
Total governmental activities	15,568,095	2,532,878	2,431,178	2,742,510	(7,861,529)		(7,861,529)	
Business-type activities:								
Water	8,175,404	10,142,525	-	24,201	-	1,991,322	1,991,322	
Sewer	4,007,111	3,558,037	-	88,222	-	(360,852)	(360,852)	
Refuse	3,732,686	4,205,442	45,785	· -	-	518,541	518,541	
Golf course	138,277	8,214				(130,063)	(130,063)	
Total business-type activities	16,053,478	17,914,218	45,785	112,423		2,018,948	2,018,948	
Total primary government	\$ 31,621,573	\$ 20,447,096	\$ 2,476,963	\$ 2,854,933	(7,861,529)	2,018,948	(5,842,581)	
	General revenues:							
	Property taxes				3,155,958	_	3,155,958	
	Sales taxes				3,626,429	_	3,626,429	
	Franchise taxes				681,080	_	681,080	
	Transient taxes				373,342	_	373,342	
	Other taxes				1,105,840	_	1,105,840	
	Motor vehicle in-	lieu			2,442,245	_	2,442,245	
		estment earnings			266,163	227,501	493,664	
	Other revenue	<b>J</b> -			347,662	1,981	349,643	
	American Recov	ery Plan Act			6,393,188	.,00.	6,393,188	
	Insurance proce	•			-	2,591,920	2,591,920	
	Transfers	040			(370,090)	370,090		
	Total general	revenues			18,021,817	3,191,492	21,213,309	
	Changes in net po	sition			10,160,288	5,210,440	15,370,728	
	Net position - begi	nning, restated			91,198,931	50,106,605	141,305,536	
	Net position - endi	ng			\$ 101,359,219	\$ 55,317,045	\$ 156,676,264	

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#### **FUND FINANCIAL STATEMENTS**

The funds described below were determined to be Major Funds by the City in fiscal year 2022. Individual nonmajor funds may be found in the supplemental section.

## **GENERAL FUND**

This fund is the primary operating fund of the City. It accounts for normal recurring activities traditionally associated with governments, which are not required to be accounted for in another fund. These activities are funded primarily by property taxes, sales and use taxes, interest and rental income, charges for services, and grants.

## STREETS SPECIAL REVENUE FUND

This fund accounts for revenues and expenditures apportioned to the City under the Streets and Highway Code, Sections 2103, 2105, 2106, 2107, and 2107.5 and the Road Maintenance and Rehabilitation act of the State of California. Expenditures for administration, maintenance, and construction must be street related.

## LEMOORE HOUSING AUTHORITY SPECIAL REVENUE FUND

This fund has taken over the assets and associated functions of the Low/Moderate Income Housing Fund of the former Lemoore Redevelopment Agency and is used to account for current and future low-income households for the acquisition, rehabilitation, or new construction of single-family homes.

## PUBLIC SAFETY DISPATCH CENTER CAPITAL PROJECTS FUND

This fund is used to account for revenue and expenditures related to construction of the new public safety dispatch center.

# CITY OF LEMOORE BALANCE SHEET – GOVERNMENTAL FUNDS JUNE 30, 2022

	Capital									
				Special Rev	enı.	ue Funds		Project Fund		
			_			Lemoore	Pı	ublic Safety	Nonmajor	Total
		General				Housing	•	Dispatch	Governmental	Governmental
		Fund	S	treets Fund	Au	thority Fund	С	enter Fund	Funds	Funds
ASSETS										
Cash and investments	\$	10,360,417	\$	3,109,776	\$	1,945,245	\$	1,840,338	\$ 17,254,717	\$ 34,510,493
Restricted cash and investments		547,148		-		-		-	-	547,148
Receivables: Accounts, net		396,898								396,898
Interest		6,626		1,704		_		1,023	9,091	18,444
Notes		32,899		-,		5,268,894		-,020	2,170,045	7,471,838
Intergovernmental		4,037,797		143,760		-		-	1,276,909	5,458,466
Leases		299,752		-		-		-	-	299,752
Interfund receivables		790,446		-		-		-	-	790,446
Prepaid items		14,413		-		-		-	-	14,413
Other assets		40,000		-		-		-	-	40,000
Assets held for resale	_	<del></del>	_		_	1,485,564	_			1,485,564
Total assets	\$	16,526,396	\$	3,255,240	\$	8,699,703	\$	1,841,361	\$ 20,710,762	\$ 51,033,462
LIABILITIES										
Accounts payable	\$	346,806	\$	860	\$	1,299	\$	-	\$ 331,530	\$ 680,495
Retainage payable		-		33,700		-		84,589	19,864	138,153
Deposits and other liabilities		514,171		-		-		-	-	514,171
Unearned revenue		120,096		-		-		-	-	120,096
Interfund payable	_					<del>-</del>	_		102,933	102,933
Total liabilities	_	981,073	_	34,560	_	1,299	_	84,589	454,327	1,555,848
DEFERRED INFLOWS OF RESOURCES										
Unavailable revenue - loans		_		_		5,268,894		_	2,170,045	7,438,939
Lease related		421,463		_		<u> </u>				421,463
Total deferred inflows of resources		421,463				5,268,894	_	<del>-</del>	2,170,045	7,860,402
FUND BALANCES (DEFICITS)										
Nonspendable:										
Prepaid items		14,413		-		-		-	-	14,413
Notes receivable		32,899		-		-		-	-	32,899
Restricted: Public safety		45,157								45,157
Public works		40,107		3,220,680		-		-	6,112,443	9,333,123
Community development		301,163		-		3,429,510			4,924,835	8,655,508
Parks and recreation		15,075		-		-		-	5,300	20,375
Capital projects and improvements		-		-		-		1,756,772	7,043,812	8,800,584
Committed:										
Premium pay		1,372,088		-		-		-	-	1,372,088
Ambulance fines		34,356								34,356
Assigned: Subsequent year's budget:										
Appropriation of fund balance		2,556,318		_		-		_	_	2,556,318
Unassigned		10,752,391		-		-				10,752,391
	_	45 400 000	_	0.000.000	_	0.400.546	_	4 750 775	40.000.000	44.047.046
Total fund balances (deficits)	_	15,123,860	_	3,220,680	_	3,429,510	_	1,756,772	18,086,390	41,617,212
Total liabilities, deferred inflows of										
resources, and fund balances	\$	16,526,396	\$	3,255,240	\$	8,699,703	\$	1,841,361	\$ 20,710,762	\$ 51,033,462

# CITY OF LEMOORE RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION JUNE 30, 2022

Amounts reported for governmental activities in the statement of net position are different because:

Net position of governmental activities

Total fund balances - governmental funds	\$	41,617,212
Capital assets, net of accumulated depreciation, used in governmental activities are not current financial resources; therefore, they are not reported in the governmental funds.		61,337,037
Long-term liabilities that are not due and payable in the current period, and therefore, are not reported in the funds.		(113,448)
Compensated absences are not due and payable in the current period, and therefore are not reported in the funds.		(571,775)
Net pension liability and pension related deferred outflows and inflows of resources are not due in the current period and therefore are not reported in the funds. These amounts consist of:  Net pension liability (5,739)  Deferred outflows of resources 2,658, Deferred inflows of resources (4,489)	,884	(7,569,479)
Certain assets are not available to pay for current period expenditures; therefore, they are unavailable in the governmental funds.		7,438,939
Internal service funds are used by management to charge the costs of fleet maintenance services to individual funds. The assets and liabilities of the internal revenue service funds are included in the governmental activities in the statement of net position.		(779,267)

101,359,219

# CITY OF LEMOORE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS FOR THE YEAR ENDED JUNE 30, 2022

		Special Rev	venue Funds	Capital Project Fund		
	General Fund	Streets Fund	Lemoore Housing Authority Fund	Public Safety Dispatch Center Fund	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES						
Property taxes	\$ 3,155,958	\$ -	\$ -	\$ -	\$ -	\$ 3,155,958
Other taxes	8,253,590	Ψ -	φ -	Ψ -	Ψ -	8,253,590
Licenses and permits	1,129,265		_	_	9,875	1,139,140
Charges for services	517,835	_	_	-	9,075	517,835
Intergovernmental	6,786,180	1,154,884	-	2,000,000	1,261,030	11,202,094
Fees and assessments	74,615	1,134,004	-	2,000,000	898,930	973,545
Loan repayments	74,013	_	43,685	-	090,930	43,685
Use of money and property	208,734	3,853	43,003	1,325	18,962	232,874
Other revenue	388,857	5,655	- 75	1,323	5,300	394,232
Other revenue	300,037				5,300	394,232
Total revenues	20,515,034	1,158,737	43,760	2,001,325	2,194,097	25,912,953
EXPENDITURES						
Current:						
General government	858,247	_	_	_	14,856	873,103
Public safety	8,987,754	_	_	_	80,806	9,068,560
Public works	1,634,290	401,326	_	_	18,945	2,054,561
Community development	535,255	401,020	18,990	_	401,072	955,317
Parks and recreation	673,172		10,550		401,072	673,172
Capital outlay	286,319	808,094	_	53,202	523,891	1,671,506
Debt service:	200,010	000,004		00,202	020,001	1,071,000
Principal	12,559	_	_	_	_	12,559
Interest and fiscal charges	1,785					1,785
Total expenditures	12,989,381	1,209,420	18,990	53,202	1,039,570	15,310,563
Excess (deficiency) of revenues over	7 505 050	(50,000)	04.770	1 0 10 100	4 454 507	40 000 000
(under) expenditures	7,525,653	(50,683)	24,770	1,948,123	1,154,527	10,602,390
OTHER FINANCING SOURCES (USES)						
Lease proceeds	102,710	_	_	_	_	102,710
Transfers in	102,710	_	_	_	259,160	259.160
Transfers out	(411,020)				(240,000)	(651,020)
Total other financing sources (uses)	(308,310)				19,160	(289,150)
Net changes in fund balances	7,217,343	(50,683)	24,770	1,948,123	1,173,687	10,313,240
Fund balances (deficits) - beginning, restated	7,906,517	3,271,363	3,404,740	(191,351)	16,912,703	31,303,972
Fund balances (deficits) - ending	\$ 15,123,860	\$ 3,220,680	\$ 3,429,510	\$ 1,756,772	\$ 18,086,390	\$ 41,617,212

# **CITY OF LEMOORE**

# RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2022

Amounts reported for governmental activities in the statement of activities are different because:

Net changes in fund balances - total governmental funds	\$ 10,313,240
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation and amortization expense. This is the amount by which capital outlays exceeded depreciation/amortization expense in	
the current period.	(328,284)
The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is a decrease in net position.	
Donation of capital assets Loss on disposal of assets	21,500 (170,326)
Compensated absences expense reported in the statement of activities does not require the use of current financial resources; therefore, it is not reported as an expenditure in the governmental funds.	10,835
Changes to net pension liability and pension related deferred outflows and inflows of resources do not require the use of current financial resources, and therefore are not reported as expenditures in governmental funds.	208,178
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	77,865
The distribution of housing loans and corresponding payments that were recognized in the governmental funds are not recognized in the statement of activities.	74,083
Leases and other debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of leases and other debt principal is an expenditure in the governmental funds, but repayment reduces long-term liabilities in the Statement of Net Position.	
Lease issued Principal paid on leases	(102,710) 12,559
Internal service funds are used by management to charge the costs of fleet maintenance to individual funds. The change in net position of certain activities of	43,348
internal service funds is reported with governmental activities.	 
Change in net position of governmental activities	\$ 10,160,288

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#### **MAJOR PROPRIETARY FUNDS**

Proprietary funds account for the City operations financed and operated in a manner similar to a private business enterprise. The intent of the City is that the cost of providing goods and services be financed primarily through user charges.

The City reported all of its Enterprise Funds and its Internal Service Fund as major funds in fiscal year 2022.

#### **ENTERPRISE FUNDS**

#### **WATER FUND**

This fund accounts for activities associated with the acquisition or construction of water facilities and the production, distribution, and transmission of potable water to users.

## **SEWER FUND**

This fund accounts for activities associated with the acquisition or construction, and operations and maintenance of the City's sewer system, including drainage, treatment, and disposal of sanitary wastewater.

#### **REFUSE FUND**

This fund accounts for activities associated with the acquisition of refuse and disposal equipment and vehicles, and the collection and disposal of refuse throughout the City.

# **GOLF COURSE FUND**

This fund accounts for the resources provided and used in the City's public golf course.

# **INTERNAL SERVICE FUND**

#### **FLEET MAINTENANCE FUND**

This fund is used for the maintenance, service, and repair of the City's fleet. These services are provided to other departments or agencies of the City on a cost reimbursement basis.

# CITY OF LEMOORE STATEMENT OF NET POSITION PROPRIETARY FUNDS JUNE 30, 2022

		Governmental				
	Water	Sewer	siness-type Activit Refuse	Golf Course		Activities Internal
	Fund	Fund	Fund	Fund	Total	Service Fund
ASSETS		, .				
Current assets: Cash and investments Restricted cash and investments with fiscal agents	\$ 11,349,493 7	\$ 12,027,554 -	\$ 1,977,054 -	\$ - -	\$ 25,354,101 7	\$ - -
Receivables: Accounts	2,165,275	632,378	724,058	13,744	3,535,455	_
Less: allowance for doubtful accounts	(25,115)	(17,233)	(15,969)	-	(58,317)	-
Interest	5,429	7,026	1,637	-	14,092	-
Notes Leases	18,021	69,372 194,777	- 115,546	-	87,393 310,323	-
Public-private partnership	-	-	-	1,076,974	1,076,974	-
Interfund receivables	54,425	70,961	290,444	-	415,830	-
Prepaid expenses	94,090				94,090	
Total current assets	13,661,625	12,984,835	3,092,770	1,090,718	30,829,948	
Noncurrent assets:						
Capital assets:	00 007 107	0.040.040	200.055	004.040	00 740 040	
Nondepreciable  Depreciable, net of accumulated depreciation	36,397,427 19,251,360	2,319,848 7,925,540	369,355 1,031,449	624,013 1,124,062	39,710,643 29,332,411	- 85,374
Depreciable, her or accumulated depreciation						
Total noncurrent assets	55,648,787	10,245,388	1,400,804	1,748,075	69,043,054	85,374
Total assets	69,310,412	23,230,223	4,493,574	2,838,793	99,873,002	85,374
DEFERRED OUTFLOWS OF RESOURCES						
Pension related	476,305	193,455	296,104		965,864	13,766
Total deferred outflows of resources	476,305	193,455	296,104	<del>-</del>	965,864	13,766
LIABILITIES Current liabilities:						
Accounts payable	511,957	464,423	99,230	685	1,076,295	56,416
Retainage payable	1,652,585	-	-	-	1,652,585	-
Deposits and other liabilities	60,826	- 24 272	40.767	17,978	78,804	6.040
Compensated absences Interfund payable	34,597	24,273	40,767	452,544	99,637 452,544	6,242 650,799
Accrued interest payable	112,806	-	_	247	113,053	-
Current portion of long-term liabilities	644,995				644,995	
Total current liabilities	3,017,766	488,696	139,997	471,454	4,117,913	713,457
Noncurrent liabilities:						
Long-term liabilities	32,794,160	-	-	- -	32,794,160	-
Advances from Successor Agency Compensated absences	-	-	34.097	1,812,380	1,812,380 34,097	- 788
Net pension liability	1,363,260	538,621	831,100	-	2,732,981	38,330
,						
Total noncurrent liabilities	34,157,420	538,621	865,197	1,812,380	37,373,618	39,118
Total liabilities	37,175,186	1,027,317	1,005,194	2,283,834	41,491,531	752,575
DEFERRED INFLOWS OF RESOURCES						
Pension related	1,260,259	502,159	772,748	-	2,535,166	35,915
Lease related	-	213,763	126,765	-	340,528	-
Public-private partnership related				1,244,513	1,244,513	
Total deferred inflows of resources	1,260,259	715,922	899,513	1,244,513	4,120,207	35,915
NET POSITION (DEFICIT)						
Net investment in capital assets	22,209,632	10,245,388	1,400,804	1,748,075	35,603,899	85,374
Restricted for:						
Capital projects and improvements	18,021	69,372	-	-	87,393	-
Debt service reserve Unrestricted	9,123,612	11,365,679	1,484,167	(2,437,629)	7 19,535,829	(774,724)
Total net position (deficit)	\$ 31,351,272	\$ 21,680,439	\$ 2,884,971	\$ (689,554)	55,227,128	\$ (689,350)
Adjustments to reflect the consolidation of internal service fund activities related to enterprise funds					89,917	
·						
Net position of business-type activities					\$ 55,317,045	

# CITY OF LEMOORE STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION – PROPRIETARY FUNDS FOR THE YEAR ENDED JUNE 30, 2022

		Governmental Activities				
	Water	Sewer	Refuse	Golf Course		Internal
	Fund	Fund	Fund	Fund	Total	Service Fund
Operating revenues:						
Charges for services	\$ 10.164.715	\$ 3,644,775	\$ 4,204,565	\$ 8.034	\$ 18,022,089	\$ 1,102,359
Fines and forfeitures	500	-	- 1,201,000	φ 0,001	500	ψ 1,102,000 -
Other revenues	1,511	1,484	877	180	4,052	_
Carol Tovellage						·
Total operating revenues	10,166,726	3,646,259	4,205,442	8,214	18,026,641	1,102,359
Operating expenses:						
Salaries and benefits	1,784,095	828,253	1,230,188	_	3,842,536	203,118
Materials and supplies	404,434	443,543	158,618	1,671	1,008,266	412,112
General and administrative	1,498,392	1,053,245	488,104	-	3,039,741	764
Contractual services	1,541,912	610,730	1,062,191	4,767	3,219,600	14,394
Repairs and maintenance	201,215	169,757	25,448	· -	396,420	377,960
Other expenses	408,838	297,363	586,225	-	1,292,426	18,437
Depreciation	1,074,789	610,289	204,079	118,348	2,007,505	21,135
'						
Total operating expenses	6,913,675	4,013,180	3,754,853	124,786	14,806,494	1,047,920
Operating income (loss)	3,253,051	(366,921)	450,589	(116,572)	3,220,147	54,439
Nonoperating revenues (expenses):						
Intergovernmental - operating	_	_	45,785	_	45,785	_
Use of money and property	12,794	86,699	45,017	82,991	227,501	_
Interest expense	(1,266,355)	-	-	(13,491)	(1,279,846)	-
Other nonoperating revenues	280	-	1,701	-	1,981	-
Insurance proceeds	2,591,920	<u>-</u>		<u> </u>	2,591,920	<u>-</u> _
Total nonoperating revenues (expenses)	1,338,639	86,699	92,503	69,500	1,587,341	
Income (loss) before transfers	4,591,690	(280,222)	543,092	(47,072)	4,807,488	54,439
Transfers in	119,735	119,735	130,620		370,090	21,770
Changes in net position	4,711,425	(160,487)	673,712	(47,072)	5,177,578	76,209
Net position (deficit), beginning, restated	26,639,847	21,840,926	2,211,259	(642,482)		(765,559)
Net position (deficit) - ending	\$ 31,351,272	\$ 21,680,439	\$ 2,884,971	\$ (689,554)		\$ (689,350)
Adjustments to reflect consolidation of internal service fund activities related to enterprise fund	ds				32,861	
Change in net position of business-type activities	;				\$ 5,210,439	

# CITY OF LEMOORE STATEMENT OF CASH FLOWS PROPRIETARY FUNDS FOR THE YEAR ENDED JUNE 30, 2022

	Business-type Activities					Governmental Activities	
	Water	Sewer	Refuse	Golf Course		- Internal	
	Fund	Fund	Fund	Fund	Total	Service Funds	
CASH FLOWS FROM OPERATING ACTIVITIES							
Receipts from customers and users	\$ 9,449,932	\$ 3,395,076	\$ 4,029,351	\$ 12,347	\$ 16,886,706	\$ 1,102,695	
Payments to suppliers and service providers	(4,664,597)	(2,593,652)	(2,320,938)	(84,377)	(9,663,564)	(799,410)	
Payments to employees for salaries and benefits	(1,276,576)	(854,843)	(1,169,802)	(04,077)	(3,301,221)	(171,403)	
Other receipts	1,511	1,484	(1,109,802)	180	4,052	(171,403)	
Other receipts	1,011	1,404			4,032		
Net cash provided (used) by operating activities	3,510,270	(51,935)	539,488	(71,850)	3,925,973	131,882	
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES							
Operating grants	-	-	45,785	-	45,785	-	
Loans (to) from other funds	11,973	17,821	49,618	85,579	164,991	(136,310)	
Transfers from other funds	119,735	119,735	130,620	-	370,090	21,770	
Other nonoperating revenues	280	-	1,701	-	1,981	-	
Proceeds from lease of property		49,377	29,314		78,691		
Net cash provided (used) by noncapital							
financing activities	131,988	186,933	257,038	85,579	661,538	(114,540)	
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES							
Capital grants	-	8	482	-	490	-	
Principal paid on capital debt	(730,744)	-	-	-	(730,744)	-	
Interest paid on capital debt	(1,267,843)	-	-	(13,244)	(1,281,087)	-	
Acquisition and construction of capital assets	(1,868,362)	(672,926)	(281,969)	-	(2,823,257)	(17,342)	
Proceeds from insurance proceeds on capital assets	2,591,920				2,591,920		
Net cash provided (used) by capital and related							
financing activities	(1,275,029)	(672,918)	(281,487)	(13,244)	(2,242,678)	(17,342)	
CASH FLOWS FROM INVESTING ACTIVITIES							
Interest received (paid)	10,697	33,314	14,626	(485)	58,152		
Net cash provided (used) by investing activities	10,697	33,314	14,626	(485)	58,152		
Increase (decrease) in cash and investments	2,377,926	(504,606)	529,665	-	2,402,985	-	
Cash and investments, July 1	8,971,574	12,532,160	1,447,389		22,951,123		
Cash and investments, June 30	\$ 11,349,500	\$ 12,027,554	\$ 1,977,054	\$ -	\$ 25,354,108	\$ -	
Cash and investments Cash and investments with fiscal agents	\$ 11,349,493 7	\$ 12,027,554 -	\$ 1,977,054	\$ -	\$ 25,354,101 7	\$ -	
Oddit did invoditionid with hoodi agento	<u>-</u> _		-		<u></u>		
Total cash and investments	\$ 11,349,500	\$ 12,027,554	\$ 1,977,054	\$ -	\$ 25,354,108	\$ -	

# CITY OF LEMOORE STATEMENT OF CASH FLOWS PROPRIETARY FUNDS FOR THE YEAR ENDED JUNE 30, 2022

(Continued)

	Business-type Activities				Governmental Activities							
		Water		Sewer		Refuse	G	olf Course			le le	nternal
		Fund		Fund	_	Fund	_	Fund	_	Total	Serv	rice Funds
Operating income (loss)	\$	3,253,051	\$	(366,921)	\$	450,589	\$	(116,572)	\$	3,220,147	\$	54,439
Adjustments to reconcile operating income (loss) to												
net cash provided (used) by operating activities:												
Depreciation		1,074,789		610,289		204,079		118,348		2,007,505		21,135
Changes in assets and liabilities:												
(Increase) decrease in accounts receivable		(687,011)		(180,327)		(175,214)		(9,431)		(1,051,983)		336
(Increase) decrease in notes receivable		(18,021)		(69,372)		-				(87,393)		
(Increase) decrease in inventory		-		-		-		13,744		13,744		-
(Increase) decrease in prepaid expenses		3,453		-		-		-		3,453		-
(Increase) decrease in deferred outflows of resources		(23,928)		51,450		56,385		-		83,907		(2,411)
Increase (decrease) in accounts payable		(613,259)		(19,014)		(352)		(77,939)		(710,564)		24,257
Increase (decrease) in deposits and other liabilities		(10,251)		-		-		-		(10,251)		-
Increase (decrease) in compensated absences		(27,735)		(9,666)		8,346		-		(29,055)		3,422
Increase (decrease) in deferred inflows of resources		1,191,526		462,601		719,080		-		2,373,207		31,925
Increase (decrease) in net pension liability	_	(632,344)		(530,975)		(723,425)	_		_	(1,886,744)		(1,221)
Net cash provided (used) by operating activities	\$	3,510,270	\$	(51,935)	\$	539,488	\$	(71,850)	\$	3,925,973	\$	131,882

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#### FIDUCIARY FUNDS

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. The City administers the activity of a private purpose trust fund and a custodial fund. Fiduciary funds are not reflected in the government-wide statements because the resources of those funds are not available to support the City's own programs.

# LEMOORE REDEVELOPMENT SUCCESSOR AGENCY PRIVATE-PURPOSE TRUST FUNDS

These funds are used to account for assets and liabilities of the former Lemoore Redevelopment Agency until they are distributed to other units of state and local government as a result of the dissolution of the redevelopment agency.

# **CUSTODIAL FUNDS**

These funds are used to account for assets held by the City for the Irrigation District, individuals, private organizations, other governments and/or other funds. The funds are custodial in nature and do not involve measurement of results in operations.

# CITY OF LEMOORE STATEMENT OF FIDUCIARY NET POSITION FIDUCIARY FUNDS JUNE 30, 2022

	Lemoore Redevelopment Successor Agency Private-Purpose Trust Funds		Custodial Funds		
ASSETS					
Cash	\$	1,015,578	\$	134,470	
Restricted cash and investments with fiscal agents		1,460,819		-	
Advances to City of Lemoore		1,812,380		-	
Notes receivable		1,033,918		-	
Land held for resale		18,742		-	
Other assets		<u>-</u>		28,800	
Total assets		5,341,437		163,270	
LIABILITIES					
Accounts payable		156		170	
Impact fees payable		-		12,892	
Due to other governments		179,802		-	
Interest payable		192,829		-	
Long-term liabilities:					
Due within one year		831,297		-	
Due in more than one year		10,734,519		<u>-</u>	
Total liabilities		11,938,603		13,062	
NET POSITION (DEFICIT) Restricted for:					
Net position (deficit) held in trust for the retirement of obligations of the Lemoore Successor Agency to the					
former Lemoore Redevelopment Agency		(6,597,166)		_	
Organizations and other governments		(0,537,100)		150,208	
Total net position (deficit)	\$	(6,597,166)	\$	150,208	

# CITY OF LEMOORE STATEMENT OF CHANGES IN FIDUCIARY NET POSITION FIDUCIARY FUNDS FOR THE YEAR ENDED JUNE 30, 2022

	Lemoore Redevelopment Successor Agency Private-Purpose Trust Funds	Custodial Funds		
ADDITIONS				
Investment earnings:				
Interest, dividends, and other	\$ 23,589	\$ 220		
Net investment earnings	23,589	220		
Collections on behalf of other governments:				
Property taxes	1,274,069	-		
Impact fees	-	19,237		
Other	<del>-</del> _	610		
Total collections on behalf of other governments	1,274,069	19,847		
Total additions	1,297,658	20,067		
DEDUCTIONS				
Administrative expense	48,564	-		
Interest expense	492,527	-		
Payments to other governments	161,752	19,847		
Other expenses	-	1,374		
Bad debt	42,859			
Total deductions	745,702	21,221		
Net increase (decrease) in fiduciary net position	551,956	(1,154)		
Net position (deficit) - beginning	(7,149,122)	151,362		
Net position (deficit) - ending	\$ (6,597,166)	\$ 150,208		

# **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

# A. Reporting Entity

The City of Lemoore, California (the "City") is a charter city operating under a Council-Member form of government. During the year ended June 30, 2000, the voters of the City approved a Charter which gives the City Council greater self-rule, and the Charter was accepted by the California Secretary of State.

The accompanying basic financial statements include the financial activities of the City, the primary government and its component units, the Lemoore Financing Authority (Financing Authority) and the Lemoore Housing Authority (Housing Authority). Financial information for the City and its component units are accounted for in the accompanying financial statements in accordance with principles defining the governmental reporting entity adopted by the Governmental Accounting Standards Board. The City Council members, in separate sessions, serve as the governing board of the component units. These entities are presented on a blended basis.

The **Lemoore Financing Authority** (Financing Authority) was formed in August 1989 for the purpose of assisting the financing or refinancing of certain public capital facilities within the City. The Financing Authority is governed by a five-member board of directors, which consists of the members of the City Council with the City Manager as the Executive Director. The financial transactions for the Financing Authority are recorded in the Water, Sewer, and Golf Course enterprise funds. The Financing Authority does not issue separate financial statements.

The **Lemoore Housing Authority** (Housing Authority) was formed in February 2011 for the purpose of providing sanitary and safe housing for people of very low, low, or moderate income within the City's territorial jurisdiction. The Housing Authority is governed by a five-member board of directors, which consists of the members of the City Council with the City Manager as the Executive Director. The financial transactions for the Housing Authority are recorded in the Lemoore Housing Authority special revenue fund. The Housing Authority does not issue separate financial statements.

The financial statements of the City have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental audits. The Governmental Accounting Standards Board is the accepted standard setting body for governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

#### B. Basis of Presentation

The accounts of the City are organized on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements.

Government-Wide Financial Statements – The statement of net position and the statement of activities display information about the primary government (the City) and its component unit. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

# NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

# B. Basis of Presentation (Continued)

The statement of activities presents a comparison between direct expenses and program revenues for each different identifiable activity of the City's *business-type activities* and for each function of the City's *governmental activities*. Direct expenses are those that are specifically associated with a program or function and, therefore, are included in the program expense reported for individual function. Certain indirect costs, which cannot be identified and broken down, are included in the program expense reported for individual functions and activities. Program revenues include, 1) fines, fees, and charges paid by the recipients of goods and services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented instead as general revenues.

Certain eliminations have been made as prescribed by GASB Statement No. 34 in regards to interfund activities, payables and receivables. All internal balances in the statement of net position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the statement of activities those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated: due to/due from other funds, interfund note receivable/interfund long-term debt, and transfers in/transfers out.

Fund Financial Statements – The fund financial statements provide information about the City's funds. Separate statements for each fund category – governmental, proprietary, and fiduciary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. An accompanying schedule is presented to reconcile and explain the differences in funds and changes in fund balances as presented in these statements to the net position and changes in net position presented in the government-wide financial statements.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses.

Major funds are defined as funds that have either assets, liabilities, revenues or expenditures/expenses equal to ten percent fund type total and five percent of the City's funds. The General Fund is always a major fund. The City may also select other funds it believes should be presented as major funds.

The City reports the following major governmental funds:

The **General Fund** is the primary operating fund of the City. It accounts for normal recurring activities traditionally associated with government, which are not required to be accounted for in another fund. These activities are funded primarily by property taxes, sales and use taxes, interest and rental income, charges for services, and grants.

The **Streets Special Revenue Fund** accounts for revenues and expenditures apportioned to the City under the Streets and Highway Code, Sections 2103, 2105, 2106, 2107, and 2107.5 and the Road Maintenance and Rehabilitation act of the State of California. Expenditures for administration, maintenance, and construction must be street related.

The **Lemoore Housing Authority Special Revenue Fund** has taken over the assets and associated functions of the Low/Moderate Income Housing Fund of the former Lemoore Redevelopment Agency and is used to account for current and future low-income households for the acquisition, rehabilitation, or new construction of single-family homes.

# NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

# B. Basis of Presentation (Continued)

The **Public Safety Dispatch Center Capital Projects Fund** is used to account for the revenue and expenditures related to the construction of the new public safety dispatch center.

Enterprise fund financial statements include a statement of net position, statement of revenues, expenses and changes in net position, a statement of cash flows for each major enterprise fund and nonmajor funds aggregated.

The City has four major enterprise funds, the Water Fund, Sewer Fund, Refuse Fund, and Golf Course Fund, which are used to account for operations that are financed and operated in a manner similar to private business enterprise. In an enterprise fund, the intent of the City Council is that costs (expenses, including depreciation) of providing services to the general public, on a continuing basis, be financed or recovered primarily through user charges.

The City reports the following major enterprise funds:

The Water Fund accounts for the activities of the City's water production and distribution operations.

The **Sewer Fund** accounts for the activities of the City's sanitary sewer system operations.

The **Refuse Fund** accounts for the activities of the City's refuse collection and disposal operations.

The Golf Course Fund accounts for the resources provided and used in the golf course.

The City's fiduciary funds are used to account for resources held for the benefit of parties outside the government. The fund's activities are reported in a separate statement of fiduciary net position and a statement of changes in fiduciary net position. Fiduciary funds are not reflected in the government-wide statements because the resources of those funds are not available to support the City's own programs. Fiduciary funds are presented on an economic resources measurement focus and the accrual basis of accounting, similar to the government-wide financial statements.

The City reports the following fiduciary funds:

**Lemoore Redevelopment Successor Agency Private Purpose Trust Fund** is used to account for assets and liabilities of the former redevelopment agency until they are distributed to other units of state and local government as a result of the dissolution of the redevelopment agency.

**Custodial Funds** are used to account for assets held by the City as a custodian for the Laguna Irrigation District, individuals, private organizations, other governments and/or other funds.

Additionally, the City reports the following fund type:

**Internal Service Fund** is used to account for fleet maintenance services provided to other departments or agencies of the City on a cost reimbursement basis.

# NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

# C. Measurement Focus, Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified basis of accounting*. Revenues, except for grants, are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Expenditures generally are recorded when a liability is incurred as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal year. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirement, and the amount is received during the period or within the availability period for this revenue resource (within 60 days of year-end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met. All other revenues items are considered to be measurable and available only when cash is received by the City.

The proprietary and private-purpose trust funds are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. The agency fund has no measurement focus but utilizes the *accrual basis of accounting* for reporting its assets and liabilities.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's proprietary funds are charges to customers for sales and services. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

# NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

# D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balances

# Cash and Cash Equivalents

For the purposes of the statement of cash flows, the City considered all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

# **Deposits and Investments**

The City maintains a cash and investment pool that is available for use by all funds. This pool utilizes investments authorized by the Government Code and is further defined by the City's investment policy that is approved by the City Council.

Authorized investments include deposits in the State of California administered Local Agency Investment Fund (LAIF), insured certificates of deposits, collateralized certificates of deposits, commercial paper, money market mutual funds, federally sponsored credit agency securities, and securities backed by the U.S. Government. All investments are stated at fair value.

Interest income earned as a result of pooling is distributed to the appropriate funds based on month-end cash balances in each fund. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

#### Restricted Assets

Certain proceeds of general obligation debt and enterprise debt are classified as restricted assets on the balance sheet because their use is limited by applicable debt covenants. "Cash with fiscal agents" is used to report resources set aside for potential deficiencies in the repayment ability of the enterprise funds, and for payment of construction projects undertaken by the City.

## **Interfund Transactions**

Interfund transactions are reflected as loans, services provided or used, reimbursements or transfers. Loans reported as receivables and payables, as appropriate, are subject to elimination upon consolidation and are referred to as either "due to/from other funds" (i.e. the current portion of interfund loans) or "advances to/from other funds" (i.e. the noncurrent portion of interfund loans). Any residual balances outstanding between the *governmental activities* and the *business-type activities* are reported in the fund financial statements and are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not available financial resources.

Services provided or used, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide presentation.

# Receivables

Enterprise fund statements report an allowance for uncollectible accounts against the account receivables. All customers are billed monthly. The estimated value of services provided, but unbilled at year-end, has been included in the accompanying financial statements.

# NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

# D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balances (Continued)

# Property Tax Calendar

Property taxes are assessed, collected and allocated by Kings County throughout the fiscal year according to the following property tax calendar:

Lien Date January 1

Levy Date July 1 to June 30

Due Dates November 1, 1<sup>st</sup> installment; February 1, 2<sup>nd</sup> installment Delinquent Dates December 10, 1<sup>st</sup> installment; April 10, 2<sup>nd</sup> installment

Revenues from taxpayer-assessed taxes (sales and use, business license, transient occupancy, utility users, gas, and franchise fees) are accrued in the governmental funds when they are both measurable and available. The City considers these revenues available if they are received during the period when settlement of prior fiscal year accounts payable occurs. Historically, the majority of these taxes are received within 60 days of the fiscal year-end.

The City accrues as receivable all property taxes received during the first (60) days of the new fiscal year.

# Inventory of Supplies and Prepaid Items

Inventory is valued at the lower of cost, determined by the first-in, first-out method, or market and consists primarily of golf merchandise and food and beverage items sold at the golf course. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

## Assets Held for Resale

Land and improvements held by the City for the purpose of improving and reselling are accounted for in the account. Property is valued at the lower of cost or net realizable value.

# Capital Assets

The City's assets are categorized at historical cost or estimated historical cost. City policy has set the capitalization threshold for reporting capital assets at \$5,000. Gifts or contributions of capital assets are recorded at fair value when received. Depreciation is recorded on a straight-line basis over the useful lives of the assets as follows:

Buildings and improvements	40 years
Machinery and equipment	5-15 years
Road network	25-50 years
Infrastructure	10-15 vears

In accordance with GASB Statement No. 34, the City is required to account for and report infrastructure capital assets. The City's road network consists of seven subsystems which include sidewalk, curb and gutter, pavement, landscape zones, streetlights, railroad crossings, and traffic signals. Subsystem detail is not presented in these basic financial statements; however, the City maintains detailed information on these subsystems. The assets in these subsystems are depreciated using the straight-line method.

# NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

# D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balances (Continued)

# Right-to-Use Lease Assets

Right-to-use lease assets are recorded at the amount of the initial measurement of the lease liabilities and modified by any lease payment made to the lessor at or before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term along with any initial direct costs that are ancillary charges necessary to place the lease assets into service.

Right-to-use lease assets are amortized using the straight-line method over the shorter of the lease term or the useful life on the underlying asset, unless the lease contains a purchase option that the City has determined is reasonably certain of being exercised.

# Risk Management

The City participates with other public entities in a joint venture under a joint powers agreement which establishes the Central San Joaquin Valley Risk Management Authority (CSJVRMA). The relationship between the City and CSJVRMA is such that CSJVRMA is not a component unit of the City for financial reporting purposes.

# Interest Payable

In the government-wide financial statements, interest payable for long-term debt is recognized as the liability is incurred for the governmental fund-types and proprietary-fund types.

In the fund financial statements, proprietary fund-types recognize the interest payable when the liability is incurred.

## Compensated Absences Payable

City employees are granted vacation and sick leave in varying amounts depending on the number of years of service. City employees also accumulate hours of overtime as compensated time off. For governmental funds, earned but unused, vested leave (vacation, compensated time off, holiday) is expensed and established as a liability and is reported in the government-wide statement of net position in the governmental activities column. Vested leave for enterprise funds is recorded as an expense and liability of those funds as the benefits accrue. No liability is recorded for non-vesting leave such as sick leave.

# **Unearned Revenue**

Unearned revenue is that for which asset recognition criteria have been met, but for which asset revenue recognition criteria have not been met. The City typically records intergovernmental revenues (primary grants and subventions) received but not earned (qualifying expenditures not yet incurred) as unearned revenue.

## Unavailable Revenue

In the fund financial statements, unavailable revenue is recorded when transactions have not yet met the revenue recognition criteria based on the modified accrual basis of accounting. The City records unavailable revenue for transactions for which revenues have been earned, but for which funds are not available to meet current financial obligations.

#### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balances (Continued)

#### Long-Term Debt

In the government-wide financial statements and enterprise fund type statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or enterprise fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premiums or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### **Pensions**

In government-wide financial statements, pensions are recognized and disclosed using the accrual basis of accounting (see Note 15 and the RSI section immediately following the notes to financial statements), regardless of the amount recognized as pension expenditures on the modified accrual basis of accounting. The City recognizes a net pension liability of the qualified pension plan in which it participates, which represents the excess of the total pension liability over the fiduciary net position of the qualified pension plan, measured as of the City's fiscal year-end or the City's proportionate share thereof in the case of a costsharing multiple-employer plan. Changes in the net pension liability during the period are recorded as pension expense, or as deferred inflows of resources or deferred outflows of resources depending on the nature of the change, in the period incurred. Those changes in net pension liability that are recorded as deferred inflows of resources or deferred outflows of resources that arise from changes in actuarial assumptions or other inputs and differences between expected or actual experience are amortized over the weighted average remaining service life of all participants including retirees, in the respective qualified pension plan and recorded as a component of pension expense beginning with the period in which they arose. Projected earnings on qualified pension plan investments are recognized as a component of pension expense. Differences between projected and actual investment earnings are reported as deferred inflows of resources or deferred outflows of resources and amortized as a component of pension expense on a closed basis over a five-year period beginning with the period in which the difference occurred.

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Lemoore California Public Employees' Retirement System (CalPERS) plan (Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

#### Deferred Outflows and Inflows of Resources

Pursuant to GASB Statement No. 63 and GASB Statement No. 65, the City recognizes deferred outflows and inflows of resources. A deferred outflow of resources is defined as a consumption of net position by the government that is applicable to a future reporting period. A deferred inflow of resources is defined as an acquisition of net position by the government that is applicable to a future reporting period. Refer to Notes 11, 12, 13 and 15 for a detailed listing of the deferred outflows and deferred inflows of resources the City has recognized.

#### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balances (Continued)

#### Leases

Lessee: The City is a lessee for noncancellable leases of equipment and vehicles. The lessee recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases, which it has determined is the prime rate at the inception of the lease.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long- term debt on the statement of net position.

Lessor: The City is a lessor for noncancellable leases of land. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental and enterprise fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses the interest rate charged to the lessees as the discount rate. When the interest rate
  charged to the lessees is not provided, the City generally uses the implied rate of return as the
  discount rate for leases. When the implied rate of return cannot be determined, the City uses its
  estimated incremental borrowing rate which it has determined is the prime rate at the inception of
  the lease
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

#### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balances (Continued)

#### Leases (Continued)

The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

#### Classification of Net Position

In the government-wide financial statements and proprietary fund statements, net position is classified in the following categories:

**Net investment in capital assets** – This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce this category.

**Restricted net position** – This category presents external restrictions imposed by creditors, grantors, contributors or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

**Unrestricted net position** – This category represents the net position of the City, which is not restricted for any project or other purpose.

When both restricted and unrestricted net position are available, restricted resources are depleted first before the unrestricted resources are used.

#### **Fund Balances**

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

**Nonspendable** - This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.

**Restricted** - This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

**Committed** - This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council. These amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

**Assigned** - This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the City Council or through the City Council delegating this responsibility to the City manager through the budgetary process. This classification also includes the remaining positive fund balance for all governmental funds except for the General Fund.

#### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balances (Continued)

#### Fund Balances (Continued)

**Unassigned** -This classification includes amounts that have not been assigned to other funds or restricted, committed or assigned to a specific purpose within the City.

The City would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

#### Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

#### **NOTE 2 – CASH AND INVESTMENTS**

Statement of Net Position:

Cash and investments as of June 30, 2022 are classified in the accompanying financial statements as follows:

Statement of Net Fosition.	_	
Cash and investments	\$	59,864,594
Restricted cash and investments		547,148
Restricted cash and investments with fiscal agents		7
Fiduciary Funds:		
Cash		1,150,048
Restricted cash and investments with fiscal agents		1,460,819
Restricted cash and investments with listal agents		1,400,019
Total and investor out	Φ	00 000 040
Total cash and investments	<u>\$</u>	63,022,616
Cash and investments as of June 30, 2022 consist of the following:		
Cash on hand	\$	5,540
Deposits with financial institutions	•	44,058,777
Investments		18,958,299
IIIVESUIIGIIG		10,930,299
Total cash and investments	Ф	62 022 646
rotal cash and investments	<u> </u>	63,022,616

#### NOTE 2 - CASH AND INVESTMENTS (Continued)

#### A. Investments Authorized by the California Government Code and the City's Investment Policy

The table below identifies the investment types that are authorized for the City by the California Government Code (or the City's investments policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. The City's investment policy does not contain any specific provisions intended to limit the City's exposure to interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debts proceeds held by bond trustee that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City's investment policy.

		Maximum Percentage of	Maximum Investment of
	Maximum	Portfolio or	One Issuer or
Authorized Investment Type	Maturity	Amount	Amount
U.S. Treasury obligations	5 years	None	None
U.S. Agency securities	5 years	None	None
Bankers acceptances	180 days	40%	30%
Commercial paper	270 days	25%	10%
National certificates of deposit	5 years	30%	Legal Limit
Repurchase agreements	1 year	None	None
Medium-term notes	5 years	30%	None
Mutual accounts	N/A	20%	10%
Money market accounts	N/A	20%	10%
Local agency investment fund (LAIF)	N/A	None	None

#### B. Investments Authorized by Debt Agreements

Investments of debt proceeds held by the bond trustee are governed by provisions of the debt agreements rather than the general provisions of the California Government Code or the City's investment policy. The table below identifies the investment types that are authorized for investments held by bond trustee. The table also identifies certain provisions of these debt agreements that address interest rate risks, credit risk, and concentration of credit risk.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio or Amount	Maximum Investment of One Issuer or Amount
		-	
U.S. Treasury obligations	None	None	None
U.S. Agency securities	None	None	None
Bankers acceptances	180 days	None	None
Commercial paper	270 days	None	None
Money market mutual funds	N/A	None	None
Investment contracts	30 years	None	None

#### NOTE 2 - CASH AND INVESTMENTS (Continued)

#### C. Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by maintaining funds in liquid, short-term investments which can be converted to cash when necessary to meet disbursement requirements.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustee) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

		Remaining Maturity (in months)						
Investment Type	Amount	12 Months or Less	13 to 24 Months		25 to 60 Months		More Than 60 Months	
State Investment Pool	\$ 17,253,934	\$ 17,253,934	\$	_	\$	-	\$	-
Certificates of Deposits Held by Bond Trustee:	243,539	243,539		-		-		-
Money Market Funds	1,460,826	1,460,826						
Total	\$ 18,958,299	\$ 18,958,299	\$		\$		\$	

#### D. Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating as of year-end for each investment type.

			Ratings	as o	of Year-End
Investment Type	Amount	Minimum Legal Rating	AA+		Not Rated
State Investment Pool Certificates of Deposits Held by Bond Trustee:	\$ 17,253,934 243,539	N/A N/A	\$	- -	\$ 17,253,934 243,539
Money Market Funds	1,460,826	N/A			1,460,826
Total	\$ 18,958,299		\$		\$ 18,958,299

#### E. Concentration of Credit Risk

Concentration of credit risk is the risk that the failure of any one issuer would place an undue financial burden on the City. The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated in the California Government Code. As of June 30, 2022, there were no investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of the total pooled investment.

#### NOTE 2 - CASH AND INVESTMENTS (Continued)

#### F. Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a city will not be able to recover its deposits or will not be able to recover collateral securities that are in possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterpart (e.g. broker-dealer) to a transaction, a city will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: the California Government Code requires that a financial institution secure deposits made by the state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under the state law (unless so waived by the government unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

As of June 30, 2022, the carrying amount of the City's bank deposits was \$44,058,777, and the respective bank balances totaled \$44,582,406, the total amount of which was collateralized with pooled securities held by the financial institution's trust department. These securities are held in the name of the financial institution and not in the name of the City.

In addition, as of June 30, 2022, none of the City's investments with financial institutions were held in uncollateralized accounts.

Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF).

#### G. Local Agency Investment Fund

The City of Lemoore is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. LAIF is not registered with the Securities and Exchange Commission and is not rated. Deposits and withdrawals to and from LAIF are transferred on the basis of \$1 and not fair value. Accordingly, under the fair value hierarchy, LAIF is uncategorized.

#### NOTE 2 - CASH AND INVESTMENTS (Continued)

#### H. Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The City has the following recurring fair value measurements as of June 30, 2022:

		F	air Value
		Mea	asurements
			Level 2
Investments by Fair Value Level	Amount		Inputs
Certificates of Deposit	\$ 243,539	\$	243,539
Investments not Subject to the Fair Value Hierarchy: State Investment Pool Held by Bond Trustee:	17,253,934		
Money Market Funds	\$ 1,460,826 18,958,299		

In determining fair value, the City's custodians use various methods including market and income approaches. Based on these approaches, the City's custodians utilize certain assumptions that market participants would use in pricing the asset or liability. The City's custodians utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs.

Various inputs are used in determining the value of the City's investments and other financial instruments. The inputs or methodology used for valuing securities are not necessarily an indication of the risk associated with investing in those securities. These inputs are summarized in the three broad levels: Level 1 – quoted prices in active markets for identical investments, Level 2 – other significant observable inputs (including quoted prices for similar securities, interest rates, prepayment speeds, credit risk, etc.) and Level 3 – significant unobservable inputs (including the City's own assumptions in determining the fair value of investments).

According to GASB 72, money market investments and participating interest-earning investment contracts that have a remaining maturity at the time of purchase of one year or less should be measured at amortized cost, and as such, are not shown in the fair value hierarchy. Additionally, the City's LAIF is not presented, as the amount available for withdrawal is based on amortized cost.

#### **NOTE 3 - FORGIVABLE LOANS**

The City administers a housing rehabilitation loan program. Under this program, individuals with incomes below certain levels are eligible to receive low interest loans for rehabilitation work on their homes. These performing loans are secured by deeds of trust on the rehabilitation properties.

Forgivable loans are not required to be paid back unless the participating homeowner sells, transfers title to the rehabilitated property, or discontinues residence in the dwelling at which time the full amount of the deferred loan is due. These loans are "non-performing loans" and are not recorded as loans receivable in the financial statements. Such loans totaled \$1,633,953 as of June 30, 2022.

#### **NOTE 4 – INTERFUND ACTIVITIES**

Interfund balances for the purpose of the government-wide statements have been eliminated. The composition of interfund balances in the fund level statements as of June 30, 2022, is as follows:

#### A. Current Interfund Receivables/Payables

Current interfund balances represent short-term borrowings resulting from a fund's temporary need for additional cash. Primarily, these amounts have been recorded when timing differences between when the services are provided and when they are paid for/reimbursed causes the funds to temporarily overdraw their share of pooled cash. These balances are generally expected to be repaid within the next few months and not longer than a 12- month fiscal operating cycle.

The City's interfund receivables and payables consisted of the following at June 30, 2022.

	_	Due from Other Funds		Due to ther Funds
Governmental Funds	·			
Major Funds:				
General Fund	\$	790,446	\$	-
Nonmajor Funds:				
Lemoore Sports Complex Capital Projects Fund		-		102,933
Enterprise Funds				
Major Funds:				
Water Fund		54,425		-
Sewer Fund		70,961		-
Refuse Fund		290,444		-
Golf Course Fund		-		452,544
Internal Service Funds				
Major Funds:				
Fleet Maintenance Fund				650,799
Total	\$	1,206,276	\$	1,206,276

#### NOTE 4 - INTERFUND ACTIVITIES (Continued)

#### B. Long-Term Interfund Advances

Long-term interfund advances are advances to other funds that are not expected to be repaid in one year or less. The City's long-term interfund advances consisted of the following at June 30, 2022:

	Advances to Other Funds			Advances from Other Funds	
Enterprise Funds Major Funds:					
Golf Course Fund  Fiduciary Funds Successor Agency Private Purpose Trust Fund	\$ 1,8	12,380	\$	1,812,380	
Total	\$ 1,8	12,380	\$	1,812,380	

On June 30, 2005, the City's Golf Course Fund obtained a loan from the Lemoore Redevelopment Successor Agency for \$1,039,850 bearing 2.38% interest. This loan incurred interest beginning July 1, 2005. Payments of approximately \$300,000 per year will begin in fiscal year 2024. The loan was obtained to cover both direct expenses and debt service of the golf course. The final payment of the loan is scheduled for June 30, 2030. The loan balance is \$1,182,380 as of June 30, 2022.

#### C. Transfers

Transfers for the year ended June 30, 2022 are summarized as follows:

	Transfers					-
		In	_		Out	_
Major Funds:						
General Fund	\$	-		\$	411,020	(1)
Water Fund		119,735	(1)		-	
Sewer Fund		119,735	(1)		-	
Refuse Fund		130,620	(1)		-	
Fleet Maintenance Fund		21,770	(1)		-	
Nonmajor Funds:						
Maintenance Assessment District Fund		19,160	(1)		-	
TE/STP Exchange Fund		-			240,000	(2)
Street Improvement Fund		240,000	(2)			
Total	<u>\$</u>	651,020		\$	651,020	
Total Transfers Covernmental Activities	¢	200 020		<b>c</b>	651 020	
Total Transfers - Governmental Activities	\$	280,930		\$	651,020	
Total Transfers - Business-Type Activities		370,090			<u>-</u>	
Total Transfers	\$	651,020		\$	651,020	

<sup>(1)</sup> The General Fund transferred out ARPA funds to cover premium pay to the Water, Sewer, Refuse and Fleet Maintenance Enterprise Funds.

<sup>(2)</sup> The TE/STP Exchange Special Revenue Fund transferred funds to the Street Improvement Capital Projects Fund for the construction of the Bush Avenue/19<sup>th</sup> Street overlay project.

#### NOTE 5 - EMPLOYEE LOAN PROGRAM

In March 2004, the City Council approved the Homebuyer Assistance Program (Program), which provides interest-free, forgivable loans to full-time, permanent City employees for the purchase of a single family residence. The amount available to borrow is \$15,000 for sworn personnel and \$10,000 for all other employees and are forgiven incrementally over ten years, beginning at the time of disbursement. All loans are secured by a deed of trust on the property and must be repaid upon the termination of the employee, whether voluntary or involuntary, with certain exceptions, or a lien is placed on the property. During the fiscal year ended June 30, 2022, no new loans were entered by the City and \$75,600 of collections were received. At June 30, 2022, the remaining balance of open loans is \$131,592, \$98,693, or 75%, of which has been deemed to be uncollectible.

#### NOTE 6 - ASSETS HELD FOR RESALE

The following is a summary of changes in the assets held for resale during the year ended June 30, 2022:

	Balance			Balance
	June 30, 2021	Additions	Reductions	June 30, 2022
Land held for resale	\$ 1,485,564	\$ -	\$ -	\$ 1,485,564

#### **NOTE 7 - CAPITAL ASSETS**

#### A. Governmental Activities

Capital assets activity of the governmental activities for the year ended June 30, 2022 is as follows:

	Balance June 30, 2021 (Restated)	Additions	Reductions	Transfers/ Adjustments	Balance June 30, 2022
Capital assets, not being depreciated/amortized:					
Land	\$ 2,815,713	\$ 164,645	\$ (150,000)	\$ -	\$ 2,830,358
Construction in progress	2,949,684	1,411,800		<u> </u>	4,361,484
Total capital assets, not being depreciated/amortized	5,765,397	1,576,445	(150,000)		7,191,842
Capital assets, being depreciated/amortized:					
Buildings and improvements	17,343,057	7,740	-	-	17,350,797
Machinery and equipment	6,886,356	108,590	(259,953)	(16,377)	6,718,616
Road network	48,215,125	-	-	-	48,215,125
Right to use leased equipment	30,937	105,858	-	-	136,795
Infrastructure	5,952,622				5,952,622
Total capital assets, being depreciated/amortized	78,428,097	222,188	(259,953)	(16,377)	78,373,955
Less accumulated depreciation/amortization for:					
Buildings and improvements	(7,173,379)	(519,041)	-	-	(7,692,420)
Machinery and equipment	(5,018,477)	(389,637)	239,627	16,377	(5,152,110)
Road network	(6,512,175)	(974,112)	-	-	(7,486,287)
Right to use leased equipment	(8,250)	(13,245)	-	-	(21,495)
Infrastructure	(3,577,899)	(213,175)			(3,791,074)
Total accumulated depreciation/amortization, net	(22,290,180)	(2,109,210)	239,627	16,377	(24,143,386)
Total capital assets, being depreciated/amortized, net	56,137,917	(1,887,022)	(20,326)		54,230,569
Governmental activities capital assets, net	\$ 61,903,314	\$ (310,577)	\$ (170,326)	\$ -	\$ 61,422,411

#### **NOTE 7 – CAPITAL ASSETS** (Continued)

#### A. Governmental Activities (Continued)

Depreciation/amortization expense was charged to the functions/programs of the governmental activities of the primary government as follows:

Governmental Activities:	
General government	\$ 5,263
Public safety	291,647
Public works	1,684,375
Parks and recreation	106,790
Capital assets held by the Internal Service Funds were	
charged to the various functions based on their usage	 21,135
Total depreciation/amortization expense - governmental activities	\$ 2,109,210

#### B. Business-Type Activities

Capital assets activity of the business-type activities for the year ending June 30, 2022 is as follows:

	Balance June 30, 2021	Additions	Reductions	Transfers/ Adjustments	Balance June 30, 2022
Water Fund:					
Capital Assets, not being depreciated:					
Land	\$ 427,232	\$ -	\$ -	\$ -	\$ 427,232
Construction in progress	35,882,382	87,813	<del>_</del>		35,970,195
Total capital assets, not being depreciated	36,309,614	87,813	<u>-</u>	<del>_</del>	36,397,427
Capital assets, being depreciated:					
Buildings and improvements	16,776,328	9,645	=	-	16,785,973
Machinery and equipment	16,156,953	1,769,404	<del>_</del>		17,926,357
Total capital assets, being depreciated	32,933,281	1,779,049			34,712,330
Less accumulated depreciation for:					
Buildings and improvements	(9,120,690)	(373,727)	-	-	(9,494,417)
Machinery and equipment	(5,265,491)	(701,062)	<del></del>	<del>-</del>	(5,966,553)
Total accumulated depreciation, net	(14,386,181)	(1,074,789)	<u>-</u>	<del>_</del>	(15,460,970)
Total capital assets, being depreciated, net	18,547,100	704,260	<del>_</del>	<del>_</del>	19,251,360
Water fund capital assets, net	\$ 54,856,714	\$ 792,073	\$ -	\$ -	\$ 55,648,787

#### NOTE 7 - CAPITAL ASSETS (Continued)

#### B. Business-Type Activities (Continued)

	Balance June 30, 2021	Additions	Reductions	Transfers/ Adjustments	Balance June 30, 2022	
Sewer Fund:						
Capital assets, not being depreciated:						
Land	\$ 1,142,838	\$ -	\$ -	\$ -	\$ 1,142,838	
Construction in progress	598,150	578,860		<del>-</del>	1,177,010	
Total capital assets, not being depreciated	1,740,988	578,860			2,319,848	
Capital assets, being depreciated:						
Buildings and improvements	9,644,668	25,670	-	-	9,670,338	
Machinery and equipment	6,439,851	68,396		16,377	6,524,624	
Total capital assets, being depreciated	16,084,519	94,066		16,377	16,194,962	
Less accumulated depreciation for:						
Buildings and improvements	(4,030,450)	(338,514)	-	-	(4,368,964)	
Machinery and equipment	(3,612,306)	(271,775)		(16,377)	(3,900,458)	
Total accumulated depreciation, net	(7,642,756)	(610,289)		(16,377)	(8,269,422)	
Total capital assets, being depreciated, net	8,441,763	(516,223)			7,925,540	
Sewer fund capital assets, net	\$ 10,182,751	\$ 62,637	\$ -	<u>\$ -</u>	\$ 10,245,388	
Refuse Fund:	Balance June 30, 2021	Additions	Reductions	Transfers/ Adjustments	Balance June 30, 2022	
Capital assets, not being depreciated:						
Land	\$ 369,355	\$ -	\$ -	\$ -	\$ 369,355	
Total capital assets, not being depreciated	369,355				369,355	
Capital assets, being depreciated:	2 277 001	204.060	(22.042)		2 627 427	
Machinery and equipment	3,377,981	281,969	(32,813)	<del>_</del>	3,627,137	
Total capital assets, being depreciated	3,377,981	281,969	(32,813)	- <u>-</u>	3,627,137	
Less accumulated depreciation for:	<b>/-</b>				, <u> </u>	
Machinery and equipment	(2,424,422)	(204,079)	32,813		(2,595,688)	
Total accumulated depreciation, net	(2,424,422)	(204,079)	32,813	<u> </u>	(2,595,688)	
Total capital assets, being depreciated, net	953,559	77,890		<del>-</del>	1,031,449	
Refuse fund capital assets, net	\$ 1,322,914	\$ 77,890	<u>\$</u> _	<u>\$ -</u>	\$ 1,400,804	

#### **NOTE 7 – CAPITAL ASSETS** (Continued)

#### B. Business-Type Activities (Continued)

	Balance June 30, 2021 Additions		Reductions	Transfers/ Adjustments	Balance June 30, 2022
Golf Course Fund:					
Capital assets, not being depreciated: Land	\$ 624,013	\$ -	<u>\$</u> _	<u>\$</u> _	\$ 624,013
Total capital assets, not being depreciated	624,013				624,013
Capital assets, being depreciated Buildings and improvements Machinery and equipment	4,337,415 314,183	251,015 			4,588,430 314,183
Total capital assets, being depreciated	4,651,598	251,015			4,902,613
Less accumulated depreciation for: Buildings and improvements Machinery and equipment	(3,357,913) (302,290)	(109,082) (9,266)	<u>-</u>	<u>-</u>	(3,466,995) (311,556)
Total accumulated depreciation, net	(3,660,203)	(118,348)			(3,778,551)
Total capital assets, being depreciated, net	991,395	132,667			1,124,062
Golf course fund capital assets, net	\$ 1,615,408	\$ 132,667	\$ -	<u>\$ -</u>	\$ 1,748,075
Business-type capital assets, net	\$ 67,977,787	\$ 1,065,267	<u> </u>	<u> </u>	\$ 69,043,054

Depreciation expense was charged to the functions/programs of the business-type activities of the primary government as follows:

Business-Type Activities:

Water	\$ 1,074,789
Sewer	610,289
Refuse	204,079
Golf Course	 118,348
Total	\$ 2,007,505

#### **NOTE 8 – DEPOSITS AND OTHER LIABILITIES**

The following is a summary of deposits and other liabilities during the year ended June 30, 2022:

	 General Fund	 Water Fund	Go	lf Course Fund	 Total
Deposits	\$ 128,943	\$ -	\$	_	\$ 128,943
Payroll liabilities	355,752	-		-	355,752
Unapplied credits	-	60,554		17,946	78,500
Other liabilities	 29,476	 272		32	 29,780
Total deposits and other liabilities	\$ 514,171	\$ 60,826	\$	17,978	\$ 592,975

#### **NOTE 9 – COMPENSATED ABSENCES**

The City's policy relating to compensated absences is described in Note 1. The noncurrent portion of this debt at fiscal year-end was \$227,552 and \$34,097, for governmental activities and business-type activities, respectively. This obligation is expected to be paid in future years from the available resources derived from the respective funds to which the employee services are rendered.

Because of the nature of compensated absences and uncertainty over when vacations will be taken, a statement of debt service requirements to maturity of compensated absences has not been presented. At June 30, 2022, the balance is \$578,805 for governmental activities and \$133,734 for business-type activities.

#### **NOTE 10 - LONG-TERM LIABILITIES**

The following is a summary of the long-term liabilities' transactions of the City for governmental activities for the year ended June 30, 2022:

Governmental Activities:	Balance e 30, 2021	Incurred or Issued	Satisfied or Matured	Balance ne 30, 2022	_	ue Within One Year
Compensated absences	\$ 586,218	\$ 373,908	\$ (381,321)	\$ 578,805	\$	351,253
Governmental activities long-term liabilities	\$ 586,218	\$ 373,908	\$ (381,321)	\$ 578,805	\$	351,253

The following is a summary of the long-term liabilities' transactions of the City for business-type activities for the year ended June 30, 2022:

Business-Type Activities:	Balance June 30, 2021	Incurred or Issued	Satisfied or Matured	Balance June 30, 2022	Due Within One Year
Notes from direct borrowings and direct placements:					
Series 2013 Water Revenue Loan	\$ 4,033,174	\$ -	\$ (478,028)	\$ 3,555,146	\$ 489,995
Total notes from direct borrowings and direct placements:	4,033,174	-	(478,028)	3,555,146	489,995
2019 Water Revenue Bond	27,235,000	-	(150,000)	27,085,000	155,000
2019 Water Revenue Bond- Premium	2,901,725	-	(102,716)	2,799,009	-
Compensated absences	162,789	96,333	(125,388)	133,734	99,637
Business-type activities long-term liabilities	\$ 34,332,688	\$ 96,333	\$ (856,132)	\$ 33,572,889	\$ 744,632

#### Series 2013 Water Revenue Loan

In May 2013, the City obtained a water revenue loan from Pinnacle Public Finance, Inc. for \$7,068,000 bearing 2.48% interest, payable quarterly over a fifteen-year term. The loan was obtained to finance the acquisition and construction of various capital improvements, which primarily consists of photovoltaic water wells water systems throughout the City, as well as the expansion of a parking complex. The City irrevocably pledged all of the net revenues of the water fund to the punctual payment of the loan. After September 1, 2018, the City has the option to prepay the unpaid principal of the loan in whole or in part on any loan payment date. The final payment of the loan is scheduled for March 1, 2029. There is a provision in the loan whereby in the event of default, the unpaid aggregate principal components of the loan and the interest accrued thereon, will become immediately due and payable. There is also a provision whereby the Lender shall have the right, at its option upon notice to the City, to (i) apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require officials of the City to charge and collect rates for services provided by the City and the Enterprise sufficient to meet all requirements of the loan agreement, and (ii) take whatever action at law or in equity as may appear necessary or desirable to collect the loan payments then due or thereafter to become due during the term of the loan agreement.

#### NOTE 10 - LONG-TERM LIABILITIES (Continued)

#### Series 2013 Water Revenue Loan (Continued)

The following is a schedule of the future estimated minimum payments related to the Series 2013 Water Revenue Loan at June 30, 2022:

	Series 2013 Water Revenue Loan								
Fiscal Years Ending June 30	Principal		Interest		Total				
2023	\$	489,995	\$	83,634	\$	573,629			
2024		502,260		71,369		573,629			
2025		514,832		58,796		573,628			
2026		527,719		45,909		573,628			
2027		540,929		32,700		573,629			
2028-2029		979,411		24,440		1,003,851			
Totals	\$	3,555,146	\$	316,848	\$	3,871,994			

#### Series 2019 Water Revenue Bond

In March 2019, the City obtained a water revenue bond from U.S. Bank National Association for \$27,380,000 bearing between 4-5% interest, payable semiannually over a thirty-year term. The loan was obtained to finance the capital projects of the City's water treatment, production, storage and distribution system. The City irrevocably pledged all of the net revenues of the Water Fund to the punctual payment of the loan. The final payment of the loan is scheduled for June 1, 2049. There is a provision within the bond agreement whereby in the event of default, the principal may be declared immediately due and payable.

The following is a schedule of the future estimated minimum payments related to the Series 2019 Water Revenue Bond at June 30, 2022:

	Series 2019 Water Revenue Bond						
Fiscal Years Ending June 30	Principal		Interest			Total	
2023	\$	155,000	\$	1,265,506	\$	1,420,506	
2024		165,000		1,259,306		1,424,306	
2025		170,000		1,252,706		1,422,706	
2026		175,000		1,245,906		1,420,906	
2027		185,000		1,238,906		1,423,906	
2028-2032		3,020,000		5,955,631		8,975,631	
2033-2037		5,055,000		4,931,031		9,986,031	
2038-2042		6,445,000		3,535,531		9,980,531	
2043-2047		7,985,000		2,000,275		9,985,275	
2048-2049		3,730,000		262,913		3,992,913	
Plus: unamortized premium		2,799,009		<u>-</u>		2,799,009	
Totals	\$	29,884,009	\$	22,947,711	\$	52,831,720	

#### **NOTE 11 - LEASES**

#### Leases as lessor

In fiscal year 2021, the City's Sewer Fund leased a 12-acre parcel of land to a third party. The lease is for six years and the City will receive annual payments of \$24,000. The City recognized \$20,077 in lease revenue and \$8,737 in interest revenue during the current fiscal year related to this lease. As of June 30, 2022, the City's receivable for lease payments was \$79,231. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of June 30, 2022, the balance of the deferred inflow of resources was \$86,998.

In fiscal year 2021, the City's Sewer and Refuse Fund leased 35-acres of land to a third party (split 50% sewer and 50% refuse). The lease is for six years and the City will receive annual payments of \$70,000. The City recognized \$58,507 in lease revenue and \$25,372 in interest revenue during the current fiscal year related to this lease. As of June 30, 2022, the City's receivable for lease payments was \$231,090. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of June 30, 2022, the balance of the deferred inflow of resources was \$253,530.

In fiscal year 2021, the City's General Fund leased a 19-acre parcel of land to a third party. The lease is for six years and the City will receive monthly payments of \$3,167. The City recognized \$37,054 in lease revenue and \$2,981 in interest revenue during the current fiscal year related to this lease. As of June 30, 2022, the City's receivable for lease payments was \$149,302. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of June 30, 2022, the balance of the deferred inflow of resources was \$160,565.

In fiscal year 2021, the City's General Fund leased a 19.15-acre parcel of land to a third party. The lease is for six years and the City will receive monthly payments of \$3,192. The City recognized \$37,335 in lease revenue and \$3,037 in interest revenue during the current fiscal year related to this lease. As of June 30, 2022, the City's receivable for lease payments was \$150,450. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of June 30, 2022, the balance of the deferred inflow of resources was \$164,898.

In fiscal year 2021, the City's General Fund leased a portion of a facility to a third party. The lease is for ten years with annual payments of \$12,000. The City received the full amount of \$120,000 from the lessee as of the effective date of the lease. The City recognized \$12,000 in lease revenue during the current fiscal year. Accordingly, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of June 30, 2022, the balance of the deferred inflow of resources was \$96,000.

#### Leases as lessee

In fiscal year 2020, the City's General Fund entered into a five-year lease agreement as lessee for the acquisition and use of office equipment. An initial lease liability was recorded in the amount of \$30,937 during fiscal year 2020. As of June 30, 2022, the value of the lease liability was \$17,340. The City is required to make monthly principal and interest payments of \$578. The lease has an interest rate of 4.75%. The equipment have a five-year estimated useful life. The value of the right-to-use asset as of the end of the current fiscal year was \$16,500 and had accumulated amortization of \$14,437.

During the current fiscal year, the City's General Fund entered into a five-year lease agreement as lessee for the acquisition and use of two police vehicles. An initial lease liability was recorded in the amount of \$102,710 during the current fiscal year. As of June 30, 2022, the value of the lease liability was \$96,108. The City is required to make monthly principal and interest payments of \$1,852. The lease has an interest rate of 3.25%. The vehicles each have a five-year estimated useful life. The value of the right-to-use asset as of the end of the current fiscal year was \$98,800 and had accumulated amortization of \$7,058.

#### **NOTE 11 – LEASES** (Continued)

#### Lease payable (Continued)

The future principal and interest lease payments as of June 30, 2022, are as follows:

		Leases								
Fiscal Years										
Ending June 30	Prin	cipal	In	terest		Total				
				_	· ·					
2023	\$ 2	25,634	\$	3,525	\$	29,159				
2024	2	26,577		2,582		29,159				
2025	2	25,230		1,617		26,847				
2026	2	21,370		854		22,224				
2027	1	4,637		179		14,816				
Totals	\$ 11	3,448	\$	8,757	\$	122,205				

#### NOTE 12 - PUBLIC-PRIVATE PARTNERSHIP FOR GOLF COURSE

At the beginning of the current year, the City's golf course enterprise fund, entered into a public-private partnership arrangement with Sierra Golf Management (SGM), under which SGA will operate, maintain and collect concession and service fees from the Lemoore Golf Course complex for the next 15 years. The City recognized a discount rate of 3.5% applied to the measurement of the receivable balance. This was determined using the estimated incremental borrowing rate which the City determined is the prime rate at the inception of the arrangement. SGM is required to make a minimum of \$315,000 of capital improvements during the term. In the current year, SGM made capital improvements totaling \$251,015. All structural alternations or improvements made or installed on the leased premises by SGM shall be considered part of the leased premises and, on expiration of the lease agreement or sooner termination shall remain on the leased premises and shall become the property of the City. The golf course enterprise fund continues to report the golf course complex as a capital asset with a carrying amount of \$1,748,075 at year-end and reports a receivable in the amount of \$1,076,974, and a deferred inflow of resources in the amount of \$1,244,513 at year-end pursuant to the public-private partnership arrangement.

#### NOTE 13 - DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and thus, will not be recognized as an outflow of resources (expense/expenditure) until then. The City has pension related items that qualify to be reported in deferred outflows of resources. The pension related deferred outflows of resources are described in detail in Note 15.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has four types of items that qualify for reporting in this category and they are unavailable revenues, pension deferrals, inflows from right-to-use leases where the City is a lessor, and assets and future installment payments of the public-private partnership.

Unavailable revenues arise only under a modified accrual basis of accounting and are reported only in the governmental funds balance sheet. Deferred inflows of resources reported in the governmental funds for unavailable revenues are all related to deferred housing loans.

#### NOTE 13 - DEFERRED OUTFLOWS/INFLOWS OF RESOURCES (Continued)

The City has pension related items that qualify to be reported in deferred inflows of resources. The pension related deferred inflows of resources are described in detail in Note 15.

The City has lease-related items that qualify to be reported in deferred inflows of resources. The lease-related deferred inflows of resources are described in detail in Note 11.

The City has public-private partnership related items that qualify to be reported in deferred inflows of resources. The public-private partnership related deferred inflows of resources are described in detail in Note 12.

#### **NOTE 14 – POST-RETIREMENT BENEFITS**

The City allows its retirees who retire under provisions of a regular service retirement to have the opportunity to continue enrollment in the City's health insurance program. The retirees have the same choice of insurance plans as those of current employees. The retirees are pooled together separately from the active employee pool and pay the full cost of the insurance premiums without cost to the City.

#### NOTE 15 - DEFINED BENEFIT PENSION PLAN

#### A. General Information about the Pension Plan

**Plan Description** – All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost Sharing Multiple-Employer Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS). The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City of Lemoore's (City) sponsors four rate plans (two miscellaneous and two safety.) Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

**Benefits Provided** – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for the Plan are applied as specified by the Public Employees' Retirement Law.

#### NOTE 15 - DEFINED BENEFIT PENSION PLAN (Continued)

#### A. General Information about the Pension Plans (Continued)

#### **Benefits Provided** (Continued)

The rate plan provisions and benefits in effect at June 30, 2022 are summarized as follows:

	Miscellaneous		
	Prior to	On or after	
Hire date	January 1, 2013	January 1, 2013	
Benefit formula	2% @ 55	2% @ 62	
Benefit vesting schedule	5 years service	5 years service	
Benefit payments	monthly for life	monthly for life	
Retirement age	50 - 63	52 - 67	
Monthly benefits, as a % of eligible compensation	1.426% to 2.418%	1.0% to 2.5%	
Required employee contribution rates	7.00%	6.75%	
Required employer contribution rates	10.340%	7.590%	
	Safe	ety	

	Safety				
	Prior to	On or after			
Hire date	January 1, 2013	January 1, 2013			
Benefit formula	2% @ 50	2.7% @ 57			
Benefit vesting schedule	5 years service	5 years service			
Benefit payments	monthly for life	monthly for life			
Retirement age	50 - 55	50 - 57			
Monthly benefits, as a % of eligible compensation	2.0% to 2.7%	2.0% to 2.7%			
Required employee contribution rates	9.00%	13.00%			
Required employer contribution rates	18.190%	13.130%			

Beginning in fiscal year 2016, CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability. The dollar amounts are billed on a monthly basis. The City's required contribution for the unfunded liability was \$1,154,462 for the fiscal year ended June 30, 2022.

**Contributions** – Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

The City's contributions to the plan recognized as pension expense for the year ended June 30, 2022 were \$1,796,407.

#### NOTE 15 - DEFINED BENEFIT PENSION PLAN (Continued)

### B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2022, the City reported a net pension liability for its proportionate share of the net pension liability of the Plan of \$8,510,430.

The City's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2021, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020, rolled forward to June 30, 2021, using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for the Plan as of June 30, 2020 and 2021 was as follows:

Proportion - June 30, 2020	0.1354%
Proportion - June 30, 2021	0.1574%
Change - Increase (Decrease)	0.0220%

For the year ended June 30, 2022, the City recognized pension expense of \$2,345,183. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	 rred Outflows Resources	Deferred Inflows of Resources		
Pension contributions subsequent to measurement date	\$ 1,954,698	\$	-	
Differences between actual and expected experience	1,159,801		-	
Net differences between projected and actual earnings on				
plan investments	-		6,457,190	
Change in employer's proportion	524,015		-	
Differences between the employer's actual contributions and the				
employer's proportionate share of contributions	 <u>-</u>		603,135	
Total	\$ 3,638,514	\$	7,060,325	

\$1,954,698 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflow of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended	
June 30	
2023	\$ (1,000,668)
2024	(1,168,185)
2025	(1,425,643)
2026	(1,782,013)
2027	-
Thereafter	-

#### NOTE 15 - DEFINED BENEFIT PENSION PLAN (Continued)

#### C. Actuarial Assumptions

The total pension liabilities in the June 30, 2020 actuarial valuations were determined using the following actuarial assumptions:

Valuation Date June 30, 2020 Measurement Date June 30, 2021

Actuarial Cost Method Entry- Age Normal Cost Method

Actuarial Assumptions:

Discount Rate 7.15% Inflation 2.50% Payroll Growth 2.75%

Projected Salary Increase Varies by Entry Age and Service

Investment Rate of Return 7.15%<sup>(1)</sup>

Mortality

Derived using CalPERS'
Membership Data for all Funds<sup>(2)</sup>

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2020 valuation were based on the results of December 2017 actuarial experience study for the period 1997 to 2015. Further details of the Experiences Study can be found on the CalPERS website.

#### D. Discount Rate

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected PERF cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

<sup>&</sup>lt;sup>(1)</sup> Net of pension plan investment expenses, including inflation

<sup>&</sup>lt;sup>(2)</sup> The mortality table was developed based on CalPERS specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016.

#### NOTE 15 - DEFINED BENEFIT PENSION PLAN (Continued)

#### D. Discount Rate (Continued)

The expected real rates of return by asset class are as follows:

Asset Class <sup>(a)</sup>	New Strategic Allocation	Real Return Years 1-10 <sup>(b)</sup>	Real Return Years 11+ <sup>(c)</sup>
Global Equity	50.0%	4.80%	5.98%
Fixed Income	28.0%	1.00%	2.62%
Inflation Assets	0.0%	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Assets	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	-0.92%
Total	100.0%		

<sup>(</sup>a) In the CalPERS ACFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

#### Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate –

The following presents the City's proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

Discount Rate -1%	Current Discount Rate	Discount Rate +1%
6.15%	7.15%	8.15%
\$16,547,681	\$8,510,430	\$1,884,124

#### E. Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

#### F. Payable to the Pension Plan

The City had an outstanding amount of contributions payable to the pension plan of \$48,496 required for the year ended June 30, 2022.

<sup>(</sup>b) An expected inflation of 2.00% used for this period

<sup>(</sup>c) An expected inflation of 2.92% used for this period

#### **NOTE 16 - DEFERRED COMPENSATION**

The City has established a deferred compensation plan in accordance with Internal Revenue Code Section 457. The plan, available to all full-time employees, permits them to defer a portion of their salary until future years. Participation in the plan is optional. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. All amounts deferred under the plan and all income attributable to those amounts are solely the property and rights of the plan participants. The City has no liability for losses under the plan. The assets and related liabilities are not reported on the City's financial statements in accordance with Governmental Accounting Standards Board Statement No. 32, "Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans."

#### **NOTE 17 - RISK MANAGEMENT**

The City is a member of the Central San Joaquin Valley Risk Management Authority (CSJVRMA), a public entity risk pool for workers' compensation and general liability insurance. The CSJVRMA is a consortium of 54 cities located in California's San Joaquin Valley. It was established under the provisions of California Government Code Section 6500 et. seq. CSJVRMA is governed by a Board of Directors consisting of one member appointed by each member city. The day-to-day business operations are handled by a management group employed by CSJVRMA. The relationship between the City and CSJVRMA is such that CSJVRMA is not considered a component unit of the City for financial reporting purposes.

For liability insurance, the risk pool covers the City above its self-insurance retention level of \$50,000 up to \$1,000,000. CSJVRMA participates in the excess pool, which provides general liability coverage from \$1,000,000 to \$29,000,000.

The City maintains a self-insured retention level of \$50,000 for workers' compensation insurance. Coverage between \$50,000 and \$500,000 is provided through the risk pool. CSJVRMA participates in an excess pool, which provides workers' compensation coverage from \$500,000 to \$5,000,000 and purchases excess insurance above \$5,000,000 to the statutory limit.

At the termination of the joint venture agreement and after all claims have been settled, any excess or deficit will be divided among the cities in proportion to the aggregate amount of contribution made by each.

The annual financial report may be obtained from the consortium's executive office at 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833.

#### **NOTE 18 – CONTINGENT LIABILITIES AND COMMITMENTS**

#### A. General Liability

There are various claims and legal actions pending against the City for which no provision has been made in the financial statements. In the opinion of the City Attorney and City Management, liabilities arising from these claims and legal actions, if any, will not be material to these financial statements.

#### B. Federal Awards

The City has received federal awards for specific purposes that are subject to review and audit by the federal government. Although such audits could result in expenditure disallowances under award terms, any required reimbursements are not expected to be material.

#### NOTE 18 - CONTINGENT LIABILITIES AND COMMITMENTS (Continued)

#### C. Well Site 7 Incident

On June 21, 2021, a 1.5-million-gallon water storage tank located at Well Site 7 suffered catastrophic damage as the result of work being completed by an employee of the City's independent contractor. The storage tank was completely destroyed, as was other City property located on site. The full financial scope of the loss is not known at this time, but coverage for some or all of the damages incurred by the City may be available from the City's contractors and/or their insurers. The City estimates the replacement cost of the 1.5-million-gallon water storage tank to be approximately \$3,000,000, which work and repairs are ongoing. Additional monetary losses as a result of the incident are unknown. As of June 30, 2022, the City had been approved for \$2,591,920 of insurance proceeds, of which \$342,707 was receivable.

#### NOTE 19 – LEMOORE REDEVELOPMENT SUCCESSOR AGENCY PRIVATE PURPOSE TRUST FUND

On January 30, 2012, the City Council elected to become the Successor Agency for the former redevelopment agency in accordance with Assembly Bill 1X26 (the "Bill") which dissolved all redevelopment agencies in the State of California.

Under the control of an oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution of the redevelopment agency (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

Successor agencies are only allocated revenue in the amount that is necessary to pay estimated annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated.

#### A. Cash and Investments

A reconciliation of the Lemoore Redevelopment Successor Agency Private Purpose Trust Fund's cash and investments as of June 30, 2022 is as follows:

Cash Restricted cash and investments with fiscal agents	\$ 1,015,578 1,460,819
Total cash and investments	\$ 2,476,397

#### B. Receivables

A reconciliation of the Lemoore Redevelopment Successor Agency Private Purpose Trust Fund's receivables balances as of June 30, 2022 is as follows:

Advances to City of Lemoore Note receivable	\$ 1,812,380 1,033,918
Total receivables	\$ 2,846,298

### NOTE 19 – LEMOORE REDEVELOPMENT SUCCESSOR AGENCY PRIVATE PURPOSE TRUST FUND (Continued)

#### C. Long-term Liabilities

The following is a summary of long-term liabilities transactions for the Lemoore Redevelopment Successor Agency Private Purpose Trust Fund at June 30, 2022:

	Balance June 30, 2021	Incurred or Issued	Satisfied or Matured	Balance June 30, 2022	Amounts Due Within One Year
Notes from direct borrowings and direct placements:					
Leprino Owner Participation Agreement Obligation 2014 RDA Tax Allocation Refunding	\$ 76,501 12,063,727	\$ - -	\$ - (736,800)	\$ 76,501 11,326,927	\$ - 761,297
Total notes from direct borrowings and direct placements:	12,140,228		(736,800)	11,403,428	761,297
Bonds Payable					
2011 RDA Tax Allocation Less: bond discount	415,000 (78,917)		(200,000) 26,305	215,000 (52,612)	70,000
Total bonds payable:	336,083		(173,695)	162,388	70,000
Total long-term liabilities	\$ 12,476,311	<u>\$ -</u>	\$ (910,495)	\$ 11,565,816	\$ 831,297

#### 2011 Tax Allocation Bonds

On March 4, 2011, the Agency issued \$19,150,000 of its 2011 Tax Allocation Bonds (the 2011 Bonds) bearing interest of 3.0% to 7.375%, payable semi-annually on February 1 and August 1, commencing August 1, 2011. Beginning August 2, 2012, principal comes due annually in various sums through August 1, 2040, subject to optimal redemption by the Agency, on whole or in part on August 1, 2018. The 2011 Bonds are payable from and secured by incremental property tax revenue (Pledged Tax Revenues). There is a provision within the bond agreement whereby in the event of default, the principal may be declared immediately due and payable.

On December 5, 2016, the Agency participated in a partial defeasance of the 2011 Tax Allocation Bonds. The Agency's remaining bonds are payable through August 1, 2024.

The following is a schedule of the future estimated minimum payments related to the 2011 Bonds at June 30, 2022:

	2011 Tax Allocation Refund							
Fiscal Years Ending June 30	Principal		I	nterest		Total		
2023	\$	70,000	\$	11,925	\$	81,925		
2024		70,000		7,288		77,288		
2025		75,000		2,484		77,484		
Totals	\$	215,000	\$	21,697	\$	236,697		

### NOTE 19 – LEMOORE REDEVELOPMENT SUCCESSOR AGENCY PRIVATE PURPOSE TRUST FUND (Continued)

#### C. Long-term Liabilities (Continued)

#### 2014 RDA Tax Allocation Refunding Bonds

The Agency issued \$15,855,465 of its Tax Allocation Refunding Bonds on June 27, 2014 (the 2014 Bonds) to currently fund \$4,160,427 and \$10,269,654 of the Agency's remaining issuances of the 1998 RDA Tax Allocation Refunding Bond and the 2003 RDA Tax Allocations Refunding Bonds, and to fund issuance costs and a reserve account. Beginning February 1, 2015, interest and principal on the 2014 Bonds is payable semi-annually on February 1 and August 1 of each year at an interest rate of 3.960% per annum. Debt Service payments of the 2014 Bonds are secured by a pledge of the property tax revenue increments collected on properties within the redevelopment project area. The debt agreement requires a reserve account to be held by the trustee. The final payment of the loan is scheduled for August 1, 2033. There is a provision within the bond agreement whereby in the event of default, the principal may be declared due and payable. Such declaration and its consequences may be rescinded and annulled as further provided in the indenture.

The following is a schedule of the future estimated minimum payments related to the 2014 Bonds at June 30, 2022.

	2014 Tax Allocation Refunding Bond								
Fiscal Years Ending June 30	Principal		al Interest			Total			
2023	¢.	764 207	ď	422 472	<b>c</b>	1 104 770			
	\$	761,297	\$	433,473	\$	1,194,770			
2024		795,281		402,652		1,197,933			
2025		828,686		370,498		1,199,184			
2026		851,491		337,230		1,188,721			
2027		880,336		302,940		1,183,276			
2028-2032		4,947,189		953,059		5,900,248			
2033-2036		2,262,647		90,390		2,353,037			
Totals	\$	11,326,927	\$	2,890,242	\$	14,217,169			

#### Leprino Owner Participation Agreement Obligation

On March 7, 2000, the Agency entered into an owner participation agreement with Leprino Foods Company (Leprino) whereby Leprino was to construct a dairy and related products manufacturing and storage facility within the redevelopment project area. The City was to reimburse Leprino \$3 million for the cost of the infrastructure improvements which contributed to the elimination of blight in the project area. Subsequently, due to an expansion of the project scope requiring Leprino to increase its investment from \$125 million to more the \$250 million, the Agency's reimbursement obligation increased to \$6 million, payable in 10 annual installments of \$600,000 each year, subject to the Leprino facility having an assessed value in excess of \$250 million and verification of actual infrastructure costs incurred by Leprino. During the June 30, 2013 fiscal year, a final payment of \$1,613,666 was made. This payment was adjusted from \$600,000 because the facility's assessed value was \$413 million.

On September 4, 2007, the Agency entered into an amendment to the Owner Participation Agreement with Leprino Foods Company (Leprino). Leprino has decided to expand the production capacity of the plant to permit the increase in the milk received on a daily basis from its current level of 6,000,000 pounds of milk per day, to install additional packaging capacity and make other process improvements. The 2007 Expansion Project includes the completion of the addition work at the Expanded Wastewater Pretreatment System.

### NOTE 19 - LEMOORE REDEVELOPMENT SUCCESSOR AGENCY PRIVATE PURPOSE TRUST FUND (Continued)

#### C. Long-term Liabilities (Continued)

#### Leprino Owner Participation Agreement Obligation (Continued)

The City incurred an additional liability of approximately \$6 million for wastewater improvements at the Leprino plant and this liability has been paid from the additional tax increments that the plant would generate based on this expansion. Payments on the liability are being deferred until Kings County completes a reassessment of the value of Leprino Foods Company. At which time, the amount of the City's liability will be reassessed. As of June 30, 2022, a reassessment had not been received from Kings County.

The total liability to Leprino Foods Company at June 30, 2022 was \$76,501.

#### NOTE 20 - RESTATEMENT OF BEGINNING NET POSITION/FUND BALANCE

#### A. Prior Period Adjustments

#### Governmental and Business-Type Activities

Beginning net position of the Governmental Activities in the Government-Wide Statement of Activities and certain account balances not affecting net position in the Business-Type Activities has been restated to record a change in accounting principle as presented in the reconciliation below:

Description	Governmental Activities		71		 Total
Net position, as previously reported, June 30, 2021	\$	91,197,743	\$	50,113,203	\$ 141,310,946
Change in Accounting Principle: Record beginning balances related to implementation of GASB 87 - Leases					
Lease receivable		370,034		389,013	759,047
Capital assets, net		22,687		, -	22,687
Unearned revenue		139,616		23,500	163,116
Lease liability		(23,298)		-	(23,298)
Deferred inflows of resources - lease related		(507,851)		(419,111)	 (926,962)
Total change in accounting principle	_	1,188		(6,598)	(5,410)
Net position, as restated, June 30, 2021	\$	91,198,931	\$	50,106,605	\$ 141,305,536

#### NOTE 20 - RESTATEMENT OF BEGINNING NET POSITION/FUND BALANCE (Continued)

#### A. Prior Period Adjustments (Continued)

#### Fund Financial Statements

The beginning fund balances/net position of the funds identified below have been restated to record a change in accounting principle as presented in the reconciliation below:

		ernmental Fund		Enterpris	se Fund	s
Description		General Fund		Sewer	Refuse	
Fund balance/net position, as previously reported, June 30, 2021	\$	7,904,718	\$	21,845,115	\$	2,213,668
Change in Accounting Principle:						
Record beginning balances related to						
implementation of GASB 87 - Leases						
Lease receivable		370,034		244,154		144,859
Unearned revenue		139,616		14,750		8,750
Deferred inflows of resources - lease related		(507,851)		(263,093)		(156,018)
Total change in accounting principle		1,799		(4,189)		(2,409)
Fund balance/net position, as restated, June 30, 2021	\$	7,906,517	\$	21,840,926	\$	2,211,259

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REQUIRED SUPPLEMENTARY INFORMATION

#### **CITY OF LEMOORE GENERAL FUND** SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL FOR THE YEAR ENDED JUNE 30, 2022

	Budgeted Amount						Variance with		
	Original			Final		Actual		Final Budget	
REVENUES									
Property taxes	\$	2,746,000	\$	2,746,000	\$	3,155,958	\$	409,958	
Other taxes	Ψ	7,771,300	Ψ	7,771,300	Ψ	8,253,590	Ψ	482,290	
Licenses and permits		622,555		622,555		1,129,265		506,710	
Charges for services		329,600		329,600		517,835		188,235	
Intergovernmental		194,000		194,000		6,786,180		6,592,180	
Fees and assessments		6,025		6,025		74,615		68,590	
Use of money and property		389,805		389,805		208,734		(181,071)	
Other revenue		27,525		27,525		388,857		361,332	
Total revenues		12,086,810		12,086,810	_	20,515,034		8,428,224	
EXPENDITURES									
Current:									
General government		2,339,062		819,663		858,247		(38,584)	
Public safety		8,348,212		9,276,398		8,987,754		288,644	
Public works		2,978,464		1,648,936		1,634,290		14,646	
Community development		570,633		672,906		535,255		137,651	
Parks and recreation		400,283		704,637		673,172		31,465	
Capital outlay		559,992		384,869		286,319		98,550	
Debt service:									
Principal		-		-		12,559		(12,559)	
Interest		<u>-</u>			_	1,785		(1,785)	
Total expenditures		15,196,646	_	13,507,409		12,989,381		518,028	
Excess (deficiency) of revenues over									
(under) expenditures		(3,109,836)		(1,420,599)	_	7,525,653		8,946,252	
OTHER FINANCING SOURCES (USES)									
Lease proceeds		_		_		102,710		102,710	
Transfers out		(63,209)		(30,000)		(411,020)		(381,020)	
Transiers out		(00,200)	_	(00,000)	_	(111,020)		(001,020)	
Total other financing sources (uses)		(63,209)		(30,000)		(308,310)		(278,310)	
Net changes in fund balances		(3,173,045)		(1,450,599)		7,217,343		8,667,942	
Fund balances - beginning, restated		7,906,517		7,906,517		7,906,517		<u> </u>	
Fund balances - ending	\$	4,733,472	\$	6,455,918	\$	15,123,860	\$	8,667,942	

#### **CITY OF LEMOORE** STREETS FUND SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN **FUND BALANCE – BUDGET AND ACTUAL** FOR THE YEAR ENDED JUNE 30, 2022

		Budgeted Amount						Variance with	
	Original		Final		Actual		Final Budget		
REVENUES Intergovernmental Use of money and property	\$	1,126,123 -	\$	1,126,123 -	\$	1,154,884 3,853	\$	28,761 3,853	
Total revenues		1,126,123		1,126,123		1,158,737		32,614	
EXPENDITURES  Current: Public works  Capital outlay	_	7,317 1,200,000		547,317 1,000,000		401,326 808,094		145,991 191,906	
Total expenditures		1,207,317		1,547,317		1,209,420		337,897	
Excess (deficiency) of revenues over (under) expenditures		(81,194)		(421,194)		(50,683)		370,511	
Fund balances - beginning		3,271,363		3,271,363		3,271,363			
Fund balances - ending	<u>\$</u>	3,190,169	\$	2,850,169	\$	3,220,680	\$	370,511	

#### **CITY OF LEMOORE** LEMOORE HOUSING AUTHORITY FUND SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL FOR THE YEAR ENDED JUNE 30, 2022

	Budgeted Amount						Variance with	
	Original		Final		Actual		Final Budget	
REVENUES								
Loan repayments	\$	-	\$	-	\$	43,685	\$	43,685
Other revenue		<u>-</u>		<u>-</u>		75		75
Total revenues		<u>-</u>		<u>-</u>		43,760		43,760
EXPENDITURES Current:								
Community development		12,600		24,100		18,990		5,110
Total expenditures		12,600		24,100		18,990		5,110
Excess (deficiency) of revenues over (under) expenditures		(12,600)		(24,100)		24,770		48,870
Fund balances - beginning	3,4	104,740		3,404,740		3,404,740		<u>-</u>
Fund balances - ending	\$ 3,3	392,140	\$	3,380,640	\$	3,429,510	\$	48,870

### CITY OF LEMOORE NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION JUNE 30, 2022

#### NOTE 1 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

#### A. Budgetary Information

Budgets are established by department and approved by the City Council. The budgets are then managed and controlled by department heads under the supervision of the City Manager. Budgets are adopted annually for the General Funds, special revenue funds, capital projects funds, enterprise funds, and internal service funds. Formal budgetary integration is employed as a management control device during the year for these funds. The annual budgets are prepared on the basis of accounting utilized by the fund.

A two-year capital projects budget is prepared in even years for approval by the City Council and updated in odd years. Capital projects are funded by capital projects funds, impact fees, operating accounts, grant proceeds or loan proceeds.

Expenditures may not legally exceed budgeted appropriations at the fund level. The City Manager is authorized to make budget transfers between accounts within any department. The City Council may transfer funds from reserves to departments or enterprise activities as deemed appropriate during the fiscal year.

#### **B.** Budgetary Information

The City incurred expenditures in excess of appropriations in the following amounts for the year ended June 30, 2022:

#### General Fund:

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 General government
 \$ 38,584

 Debt service:
 \$ 12,559

 Interest
 \$ 1,785

The expenditures in excess of appropriations were covered by available fund balance.

# CITY OF LEMOORE REQUIRED SUPPLEMENTARY INFORMATION COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY LAST 10 YEARS\* AS OF JUNE 30, 2022

	2015	2016	2017	2018	2019	2020	2021	2022
Proportion of the net pension liability	0.1197%	0.1160%	0.1224%	0.1245%	0.1272%	0.1308%	0.1354%	0.1574%
Proportionate share of the net pension liability	\$ 7,519,752	\$ 7,960,168	\$ 10,592,376	\$ 12,347,424	\$ 12,253,736	\$ 13,403,737	\$ 14,736,592	\$ 8,510,430
Covered payroll	\$ 5,076,165	\$ 5,273,173	\$ 5,467,395	\$ 5,850,364	\$ 6,279,086	\$ 7,373,773	\$ 6,963,862	\$ 6,520,865
Proportionate Share of the net pension liability as percentage of covered payroll	148.14%	150.96%	193.74%	211.05%	195.15%	181.78%	211.62%	130.51%
Plan fiduciary net position as a percentage of the total pension liability	81.49%	80.97%	76.05%	74.96%	76.25%	75.85%	74.63%	85.91%

#### Notes to Schedule:

Change in Benefit Terms None

Changes of Assumptions - None

<sup>\*</sup>Schedule is intended to show information for ten years. Additional years will be displayed as they become available.

# CITY OF LEMOORE REQUIRED SUPPLEMENTARY INFORMATION COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN SCHEDULE OF CONTRIBUTIONS LAST 10 YEARS\* AS OF JUNE 30, 2022

	2	2014		2015		2016		2017		2018		2019		2020		2021		2022
Actuarially determined contribution Contributions in relation to the actuarially		,048,489	\$	1,067,105	\$	1,088,741	\$	1,035,775	\$	1,316,527	\$	,- ,	\$	.,,.	\$	1,796,407	\$	1,954,698
determined contributions  Contribution deficiency (excess)	\$	,048,489	\$	1,067,105	\$	1,088,741	\$	1,035,775	\$	1,316,527	\$	1,577,783	\$	1,728,021	\$	1,796,407	\$	1,954,698
Contribution denoiency (excess)	Ψ		<u>*</u>		<u>*</u>		<u>*</u>		<u>*</u>		<u>*</u>		Ť		Ť		<u>*</u>	
Covered payroll	\$ 5,	,076,165	\$	5,273,173	\$	5,467,395	\$	5,850,364	\$	6,279,086	\$	7,373,773	\$	6,963,862	\$	6,520,865	\$	6,442,201
Contributions as a percentage of covered payroll		20.66%		20.24%		19.91%		17.70%		20.97%		21.40%		24.81%		27.55%		30.34%

<sup>\*</sup>Schedule is intended to show information for ten years. Additional years will be displayed as they become available

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SUPPLEMENTARY INFORMATION

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#### CITY OF LEMOORE NONMAJOR GOVERNMENTAL FUNDS JUNE 30, 2022

#### Nonmajor Special Revenue Funds

The **Special Revenue Funds** are used to account for the proceeds of specific revenue sources (other than expendable trusts or major capital projects) that are legally restricted to expenditure for specified purposes.

The **Grants Fund** is used to account for the City's receipts and expenditures of the state, federal, and other grants.

The **Lemoore Sports Complex Fund** is used to account for rehabilitation of the Lemoore Sports Complex.

The **Traffic Safety Fund** is used to account for proceeds of traffic citations, which may be used for programs promoting traffic safety, such as street improvements, striping, and the like.

The **Local Transportation Fund** is used to account for the maintenance and construction of roadways and for specialized engineering services using transportation development act funds.

The **Maintenance Assessment District Fund** is used to account for City maintenance costs relating to the public improvements within the assessment district area.

The **TE/STP Exchange Fund** is used to account for projects undertaken with federal streets transportation and planning funds received by the City through the State of California.

The **Downtown Improvement Fund** is used to account for economic development and revitalization endeavors by local businesses in the downtown area.

#### Nonmajor Capital Projects Funds

The **Capital Projects Funds** are established to account for resources used for the acquisition and construction of capital facilities by the City, except for those financed for enterprise funds.

The **Street Improvement Fund** is used to account for improvements to local streets and roads using developer fees, grant proceeds, and other sources designated by the City Council for this purpose.

The **Recreation Improvement Fund** is used to account for the revenue from developer fees to be used for acquisition and development of parks and recreation facilities.

The **Facility Infrastructure Fund** is used to account for improvements to City buildings and improvements using developer fees, grant proceeds, and other sources designated by the City Council for this purpose.

The **Capital Improvement Fees Fund** is used to account for miscellaneous capital projects using developer fees.

The **Traffic Signal Fund** is used to account for the construction of traffic signals and other related projects.

#### CITY OF LEMOORE COMBINING BALANCE SHEET NONMAJOR GOVERNMENTAL FUNDS JUNE 30, 2022

		Combined Special Revenue Funds		Combined Capital Projects Funds	G	Total Nonmajor overnmental Funds
ASSETS						
Cash and investments Receivables:	\$	10,027,777	\$	7,226,940	\$	17,254,717
Interest		5,167		3,924		9,091
Notes		2,022,635		147,410		2,170,045
Intergovernmental		1,146,855		130,054		1,276,909
Total assets	\$	13,202,434	\$	7,508,328	\$	20,710,762
LIABILITIES	_		_			
Accounts payable Retainage payable	\$	21,944 5,198	\$	309,586 14,666	\$	331,530 19,864
Due to other funds		102,933		14,000		102,933
Due to other fullus		.02,000	_			,
Total liabilities		130,075		324,252	_	454,327
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue - loans		2,022,635		147,410		2,170,045
Total deferred inflows of resources		2,022,635	_	147,410	_	2,170,045
FUND BALANCES						
Restricted:						
Public works		6,112,443		-		6,112,443
Community development		4,924,835		-		4,924,835
Parks and recreation		5,300		7 000 000		5,300
Capital projects and improvements		7,146	_	7,036,666		7,043,812
Total fund balances		11,049,724	_	7,036,666		18,086,390
Total liabilities, deferred inflows of resources, and fund balances	\$	13,202,434	\$	7,508,328	\$	20,710,762

## CITY OF LEMOORE COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES NONMAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED JUNE 30, 2022

	Combined Special Revenue Funds		Combined Capital Projects Funds	Total Nonmajor overnmental Funds
REVENUES				
Licenses and permits	\$ 9,875	\$	-	\$ 9,875
Intergovernmental	1,130,976		130,054	1,261,030
Fees and assessments	758,752		140,178	898,930
Use of money and property	10,758		8,204	18,962
Other revenue	 5,300	_		 5,300
Total revenues	 1,915,661		278,436	 2,194,097
EXPENDITURES				
Current:				
General government	14,856		-	14,856
Public safety	80,806		-	80,806
Public works	18,945		-	18,945
Community development	401,072		-	401,072
Capital outlay	 125,499	_	398,392	 523,891
Total expenditures	 641,178		398,392	 1,039,570
Excess (deficiency) of revenues over				
(under) expenditures	 1,274,483		(119,956)	 1,154,527
OTHER FINANCING SOURCES (USES):				
Transfers in	19,160		240,000	259,160
Transfers out	 (240,000)			 (240,000)
Total other financing sources (uses)	 (220,840)		240,000	 19,160
Net changes in fund balances	1,053,643		120,044	1,173,687
Fund balances - beginning	 9,996,081		6,916,622	 16,912,703
Fund balances - ending	\$ 11,049,724	\$	7,036,666	\$ 18,086,390

#### **CITY OF LEMOORE COMBINING BALANCE SHEET** NONMAJOR SPECIAL REVENUE FUNDS JUNE 30, 2022

		Grants Fund		Lemoore Sports Complex		Traffic Safety Fund	Tra	Local ansportation Fund		aintenance ssessment District Fund		TE/STP Exchange Fund		Oowntown provement Fund		Totals
ASSETS																
Cash and investments Receivables:	\$	579,640	\$	-	\$	398,315	\$	3,516,554	\$	4,358,232	\$	1,167,474	\$	7,562	\$	10,027,777
Interest		_		_		221		1,879		2,412		651		4		5,167
Notes		2,022,635		_		-		-				-		-		2,022,635
Intergovernmental	_	<u>-</u>	_	108,233	_	3,492		842,278	_	5,975	_	186,877	_	<u>-</u>	_	1,146,855
Total assets	\$	2,602,275	\$	108,233	\$	402,028	\$	4,360,711	\$	4,366,619	\$	1,355,002	\$	7,566	\$	13,202,434
LIABILITIES																
Accounts payable	\$	-	\$	-	\$	-	\$	100	\$	21,424	\$	-	\$	420	\$	21,944
Retainage payable		-		-		-		5,198		-		-		-		5,198
Due to other funds				102,933		<u>-</u>	_		_		_			<u>-</u>	_	102,933
Total liabilities	_	<u>-</u>		102,933		<u>-</u>	_	5,298	_	21,424			_	420	_	130,075
DEFERRED INFLOWS OF RESOURCES																
Unavailable revenue - loans		2,022,635	_		_		_	<u>-</u>	_	<u>-</u>	_	<u>-</u>	_	<u>-</u>	_	2,022,635
Total deferred inflows of resources	_	2,022,635									_				_	2,022,635
FUND BALANCES																
Restricted:																
Public works		-		-		402,028		4,355,413		-		1,355,002		-		6,112,443
Community development		579,640		-		-		-		4,345,195		-		-		4,924,835
Parks and recreation		-		5,300		-		-		-		-				5,300
Capital projects and improvements	_	-	_				_		_		_			7,146	_	7,146
Total fund balances	_	579,640		5,300	_	402,028		4,355,413		4,345,195		1,355,002		7,146		11,049,724
Total liabilities, deferred inflows of																
resources, and fund balances	\$	2,602,275	\$	108,233	\$	402,028	\$	4,360,711	\$	4,366,619	\$	1,355,002	\$	7,566	\$	13,202,434

#### **CITY OF LEMOORE** COMBINING STATEMENT OF REVENUES, EXPENDITURES AND **CHANGES IN FUND BALANCES NONMAJOR SPECIAL REVENUE FUNDS** FOR THE YEAR ENDED JUNE 30, 2022

	 Grants Fund	Sp	noore oorts nplex	Traffic Safety Fund	Tra	Local ansportation Fund	aintenance ssessment District Fund	TE/STP Exchange Fund	Impro	wntown ovement -und		Totals
REVENUES Licenses and permits Intergovernmental Fees and assessments Use of money and property Other revenue	\$ - - - - -	\$	108,233 - - 5,300	\$ 20,628 482	\$	835,866 - 3,977 -	\$ 738,124 4,783	\$ 186,877 - 1,501	\$	9,875 - - 15 -	\$	9,875 1,130,976 758,752 10,758 5,300
Total revenues	 		113,533	 21,110		839,843	 742,907	 188,378		9,890	_	1,915,661
EXPENDITURES  Current: General government Public safety Public works Community development Capital outlay	 - - - - -		- - - - 108,233	80,806 - - 12,068		- 14,810 - 5,198	- - 401,072 -	- 4,135 - -		14,856 - - - -	_	14,856 80,806 18,945 401,072 125,499
Total expenditures	 		108,233	 92,874		20,008	 401,072	 4,135		14,856		641,178
Excess (deficiency) of revenues over (under) expenditures	 		5,300	(71,764)		819,835	 341,83 <u>5</u>	 184,243		(4,966)		1,274,483
OTHER FINANCING SOURCES (USES) Transfers in Transfers out	 <u>-</u>		<u>-</u>	 - -		- -	 19,160 <u>-</u>	 (240,000)	-	- -		19,160 (240,000)
Total other financing sources (uses)	 			 <u>-</u>	_		 19,160	 (240,000)		<u>-</u>	_	(220,840)
Net change in fund balances	-		5,300	(71,764)		819,835	360,995	(55,757)		(4,966)		1,053,643
Fund balances - beginning	 579,640			 473,792		3,535,578	 3,984,200	 1,410,759		12,112	_	9,996,081
Fund balances - ending	\$ 579,640	\$	5,300	\$ 402,028	\$	4,355,413	\$ 4,345,195	\$ 1,355,002	\$	7,146	\$	11,049,724

#### CITY OF LEMOORE COMBINING BALANCE SHEET NONMAJOR CAPITAL PROJECTS FUNDS JUNE 30, 2022

	lm	Street provement Fund	-	Recreation provement Fund	In	Facility frastructure Fund		Capital nprovement Fees Fund	Si	Traffic gnal Fund		Totals
ASSETS												
Cash and investments	\$	290,596	\$	2,931,447	\$	453,712	\$	3,352,699	\$	198,486	\$	7,226,940
Receivables: Interest		69		1,629		252		1,864		110		3,924
Notes		-		39,070				108,340		-		147,410
Intergovernmental		130,054	_				_	<u>-</u>				130,054
Total assets	\$	420,719	\$	2,972,146	\$	453,964	\$	3,462,903	\$	198,596	\$	7,508,328
LIABILITIES												
Accounts payable	\$	309,586	\$	-	\$	-	\$	-	\$	-	\$	309,586
Retainage payable		14,666			_		_				_	14,666
Total liabilities		324,252			_	<del>-</del>						324,252
DEFERRED INFLOWS OF RESOURCES												
Unavailable revenue - loans		<u>-</u>	_	39,070	_	<u>-</u>	_	108,340		<u>-</u>		147,410
Total deferred inflows of resources		<u>-</u>		39,070		<u>-</u>		108,340	-	<u>-</u>		147,410
FUND BALANCES Restricted:												
Capital projects and improvements		96,467		2,933,076		453,964		3,354,563		198,596		7,036,666
Total fund balances		96,467		2,933,076		453,964		3,354,563		198,596		7,036,666
Total liabilities, deferred inflows of												
resources, and fund balances	\$	420,719	\$	2,972,146	\$	453,964	\$	3,462,903	\$	198,596	\$	7,508,328

# CITY OF LEMOORE COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES NONMAJOR CAPITAL PROJECTS FUNDS FOR THE YEAR ENDED JUNE 30, 2022

	lmļ	Street provement Fund	Recreation provement Fund	ı	Facility Infrastructure Fund		Capital provement Fees Fund	Traffic Inal Fund	 Totals
REVENUES Intergovernmental Fees and assessments Use of money and property	\$	130,054 - 144	\$ 2,234 3,393	\$	5 - - 525	\$	137,944 3,912	\$ - - 230	\$ 130,054 140,178 8,204
Total revenues		130,198	 5,627	_	525	_	141,856	 230	 278,436
EXPENDITURES Capital outlay		398,392	 <u>-</u>		<u>-</u>			 	 398,392
Total expenditures		398,392	 <u>-</u>	_			<u>-</u>	 <u>-</u>	 398,392
Excess (deficiency) of revenues over (under) expenditures		(268,194)	 5,627	_	525		141,856	 230	 (119,956)
OTHER FINANCING SOURCES (USES) Transfers in		240,000	 <u>-</u>	_			<u>-</u>	 <del>-</del>	 240,000
Total other financing sources (uses)		240,000	 <u>-</u>	_				 <u>-</u>	 240,000
Net change in fund balances		(28,194)	5,627		525		141,856	230	120,044
Fund balances - beginning		124,661	 2,927,449	_	453,439	_	3,212,707	 198,366	 6,916,622
Fund balances - ending	\$	96,467	\$ 2,933,076	\$	453,964	\$	3,354,563	\$ 198,596	\$ 7,036,666

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#### CITY OF LEMOORE FIDUCIARY FUNDS JUNE 30, 2022

#### **Fiduciary Funds**

The **Trust and Custodial Funds** are used to account for assets held by a governmental unit in a trustee capacity and/or as an agent for individuals, private organizations, other governmental units, and /or other funds. These include Successor Agency private purpose trust funds and custodial funds.

#### Private Purpose Trust Funds

The Lemoore Redevelopment Successor Agency Debt Service Fund is used to retire debt obligations.

The **Lemoore Redevelopment Successor Agency Capital Projects Fund** is used to account for Successor Agency activities approved in the ROPS.

#### **Custodial Funds**

The **School and County Impact Fees Fund** is a passthrough fund used to account for impact fees collected on behalf of Kings County and Lemoore Unified School District.

The **Laguna Irrigation Fund** is used to account for an agreement to benefit water recharge or to purchase water on behalf of the Laguna Irrigation District.

The **Kings Area Rural Transit Fund** is a passthrough fund used to account for bus fees collected on behalf of the Kings County Area Public Transit Agency.

#### **CITY OF LEMOORE** COMBINING STATEMENT OF FIDUCIARY NET POSITION PRIVATE PURPOSE TRUST FUNDS **JUNE 30, 2022**

	Lemoore Redevelopment Successor Agency Debt Service Fund	Lemoore Redevelopment Successor Agency Capital Projects Fund	Total Lemoore Redevelopment Successor Agency Private-Purpose Trust Funds
ASSETS			
Cash	\$ -	\$ 1,015,578	\$ 1,015,578
Restricted cash and investments with fiscal agents	1,460,819	-	1,460,819
Advances to City of Lemoore	, , -	1,812,380	1,812,380
Notes receivable	-	1,033,918	1,033,918
Land held for resale	<del>-</del>	18,742	18,742
Total assets	1,460,819	3,880,618	5,341,437
LIABILITIES			
Accounts payable	-	156	156
Payable to State Department of Finance	-	-	-
Due to other governments	-	179,802	179,802
Interest payable	192,829	-	192,829
Long-term liabilities:			
Due within one year	831,297	-	831,297
Due in more than one year	10,658,018	76,501	10,734,519
Total liabilities	11,682,144	256,459	11,938,603
NET POSITION (DEFICIT)			
Restricted for:			
Net position (deficit) held in trust for the retirement of obligations of the Lemoore Successor Agency to the	(40.004.005)	0.004.450	(0.507.400)
former Lemoore Redevelopment Agency	(10,221,325)	3,624,159	(6,597,166)
Total net position (deficit)	\$ (10,221,325)	\$ 3,624,159	\$ (6,597,166)

#### **CITY OF LEMOORE** COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION PRIVATE PURPOSE TRUST FUNDS FOR THE YEAR ENDED JUNE 30, 2022

	Lemoore Redevelopment Successor Agency Debt Service Fund	Lemoore Redevelopment Successor Agency Capital Projects Fund	Total Lemoore Redevelopment Successor Agency Private-Purpose Trust Funds
ADDITIONS Investment earnings:			
Interest, dividends, and other	\$ 10,063	\$ 13,526	\$ 23,589
Net investment earnings	10,063	13,526	23,589
Collections on behalf of other governments:			
Property taxes	<del>-</del>	1,274,069	1,274,069
Total collections on behalf of other governments:		1,274,069	1,274,069
Total additions	10,063	1,287,595	1,297,658
DEDUCTIONS			
Administrative expense	-	48,564	48,564
Interest expense Bad debt	492,527	- 42,859	492,527 42,859
Payments to other governments	- -	161.752	161,752
Interfund transfers	(1,409,628)	1,409,628	
Total deductions	(917,101)	1,662,803	745,702
Net increase (decrease) in fiduciary net position	927,164	(375,208)	551,956
Net position (deficit) - beginning	(11,148,489)	3,999,367	(7,149,122)
Net position (deficit) - ending	\$ (10,221,325)	\$ 3,624,159	\$ (6,597,166)

#### **CITY OF LEMOORE** COMBINING STATEMENT OF FIDUCIARY NET POSITION **CUSTODIAL FUNDS** JUNE 30, 2022

	hool and nty Impact Fees	Laguna ation District	Kings Area Rural Transit	Tot	al Custodial Funds
ASSETS	 				
Cash	\$ 12,892	\$ 121,408	\$ 170	\$	134,470
Other assets	 	 28,800			28,800
Total assets	 12,892	 150,208	170		163,270
LIABILITIES					
Accounts payable	-	-	170		170
Impact fees payable	 12,892	 <del>-</del>			12,892
Total liabilities	 12,892	 	170		13,062
NET POSITION					
Restricted for:		150,208			150,208
Organizations and other governments	 <u>-</u>	 130,200			130,200
Total net position	\$ -	\$ 150,208	\$ -	\$	150,208

#### **CITY OF LEMOORE** COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION **CUSTODIAL FUNDS** FOR THE YEAR ENDED JUNE 30, 2022

	School and County Impact Fees	Laguna Irrigation District	Kings Area Rural Transit	Total Custodial Funds
ADDITIONS		·		
Investment earnings:	Φ.	Φ 000	Φ.	Φ 000
Interest, dividends, and other	<u>\$ -</u>	\$ 220	\$ -	\$ 220
Net investment earnings		220		220
Collections on behalf of other governments:				
Impact Fees	19,237	-	-	19,237
Other	<del>-</del>	<del>-</del>	610	610
Total collections on behalf of other governments	19,237	<u> </u>	610	19,847
Total additions	19,237	220	610	20,067
DEDUCTIONS				
Payments to other governments	19,237	-	610	19,847
Other expenses		1,374		1,374
Total deductions	19,237	1,374	610	21,221
Net increase (decrease) in fiduciary net position	-	(1,154)	-	(1,154)
Net position - beginning		151,362		151,362
Net position - ending	\$ -	\$ 150,208	\$ -	\$ 150,208



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

#### **Staff Report**

Item No: 5-2

To: Lemoore City Council

From: Steve Brandt, City Planner

Date: March 10, 2023 Meeting Date: April 4, 2023

Subject: Resolution 2023-09 – Accepting the 2022 General Plan Annual Progress

Report

#### Strategic Initiative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
	☐ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

#### **Proposed Motion:**

Approve Resolution 2023-09, accepting the 2022 General Plan Annual Progress Report and direct City staff to submit the Report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development.

#### **Summary:**

Section 65400(b) of the State of California Government Code requires planning agencies to provide an annual report to their legislative body, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) on the status of the General Plan and progress in its implementation. The four basic purposes of the annual report are:

 To provide information to assess progress on the implementation of the General Plan in accordance with the stated goals, policies, and implementation measures.

- To provide information to identify necessary course adjustments or modifications to the General Plan as a means to improve implementation.
- To provide a clear correlation between land use decisions made during the reporting period and the goals, policies, and implementation measures in the General Plan.
- To provide information regarding local agency progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing.

State law requires that the General Plan Annual Progress Report (APR) be completed and submitted to the State each year for the previous calendar year. This APR looks at the City of Lemoore's progress toward implementing its General Plan during the 2022 calendar year.

The bulk of the report places all of the General Plan goals and policies into tables. The far right column provides a specific comment on the City's progress in implementing each policy.

Many of the policies in the General Plan are on-going and implemented as development projects are proposed or were one-time policies that have already been fully implemented, such as making comprehensive updates to the Zoning Ordinance in 2012 and 2014.

The City has not regularly been preparing an annual progress report in the past. However, there has been an increased effort by the State to have cities submit an APR, including by making the preparation of the annual report a prerequisite for application for certain grant funds. The Planning Commission reviewed the APR at their March 13, 2023, meeting.

#### **Environmental Assessment:**

None. This is a report only and therefore is not subject to CEQA.

#### Financial Consideration(s):

None

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

The Council could direct changes or edits to the Progress Report when it accepts it.

#### **Staff Recommendation:**

Staff recommends the approval of Resolution 2023-09, accepting the 2022 General Plan Annual Progress Report and direct City staff to submit the Report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development.

Attachments:	Review:	Date:
⊠ Resolution: 2023-09		03/29/2023
☐ Ordinance:	□ City Attorney	03/31/2023
□ Map	□ City Clerk	03/30/2023
☐ Contract	☐ City Manager	
Other - 2022 City of Lemoore	⊠ Finance	03/28/2023
General Plan Annual Progress Report		

#### **RESOLUTION NO. 2023-09**

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE ACCEPTING THE 2022 GENERAL PLAN ANNUAL PROGRESS REPORT

WHEREAS, Section 65400(b) of the State of California Government Code requires planning agencies to provide an annual report to their legislative body, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) on the status of their General Plan and progress in its implementation; and

WHEREAS, the purpose of the annual progress report is to provide information to assess progress on the implementation of the General Plan in accordance with the stated goals, policies, and implementation measures, to provide information to identify necessary course adjustments or modifications to the General Plan as a means to improve implementation, to provide a clear correlation between land use decisions made during the reporting period and the goals, policies, and implementation measures in the General Plan, and to provide information regarding local agency progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing; and

**WHEREAS,** the City of Lemoore Community Development Department has prepared a 2022 General Plan Annual Progress Report and the City Council of the City of Lemoore reviewed the Report at their April 4, 2023, regular meeting.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemoore hereby accepts the 2022 General Plan Annual Progress Report and directs City staff to submit the Report to the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD).

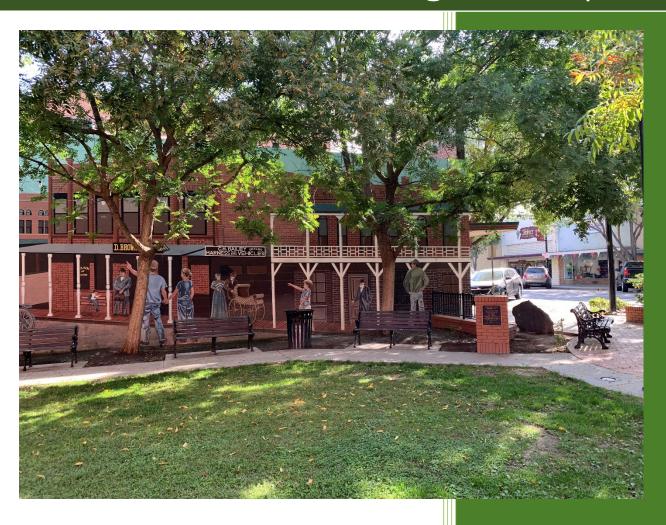
**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a Regular Meeting held on 4<sup>th</sup> day of April 2023 by the following vote:

TILD.	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	APPROVED:
Marisa Avalos	Patricia Matthews
City Clerk	Mayor

AVFS.

# A Review of the Year 2022

## City of Lemoore General Plan Annual Progress Report



Lemoore Community Development Department

#### A REVIEW OF THE YEAR 2022

## CITY OF LEMOORE GENERAL PLAN ANNUAL PROGRESS REPORT

#### Prepared for:



City of Lemoore Community Development Department

Contact Person: Kristie Baley, Management Analyst Phone: (559) 924-6744

#### **Consultant:**



Visalia, CA 93292 Contact: Steve Brandt, AICP, City Planner Phone: (559) 733-0440

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Section 6 - The date of the last update to the General Plan Page 2
Section 7 - Priorities for land use decision making that have been established by the local legislative body
Section 8 - Goals, policies, objectives, standards, or other plan proposals that need to be added or were deleted, amended, or otherwise adjusted
Section 9 - Analysis on Status of General Plan Policies & Implementation Measures

#### 1. Introduction

Section 65400(b) of the State of California Government Code requires planning agencies to provide an annual report to their legislative body, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) on the status of the General Plan and progress in its implementation. The four basic purposes of the annual report are:

- To provide information to assess progress on the implementation of the General Plan in accordance with the stated goals, policies, and implementation measures.
- Provide information to identify necessary course adjustments or modifications to the General Plan as a means to improve implementation.
- To provide a clear correlation between land use decisions made during the reporting period and the goals, policies, and implementation measures in the General Plan.
- To provide information regarding local agency progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing.

State law requires that the General Plan Annual Progress Report (APR) be completed and submitted to the State each year for the previous calendar year. This APR looks at the City of Lemoore's progress toward implementing its General Plan during the 2022 calendar year.

2. Date of presentation/acceptance by the local legislative body

This report was presented to the Lemoore Planning Commission on March 13, 2023, and to the Lemoore City Council on March 21, 2023. The City Council voted to adopt a resolution accepting the report.

3. Measures associated with the implementation of the General Plan with specific reference to an individual element

Some of the highlights from 2022 include:

- Approval of a 156-acre mixed-type housing neighborhood (Lacey Ranch).
- Approval of a 108-unit affordable housing project.
- 4. Housing Element APR reporting requirements each jurisdiction is required to report certain housing information in accordance with State housing law

The 2022 Housing Element Annual Progress Report was completed and submitted to HCD and OPR on March XX, 2023.

5. The degree to which the General Plan complies with OPR's General Plan Guidelines, including environmental justice considerations, collaborative planning with the military lands and facilities, and consultation with Native American tribes

Lemoore is committed to adhering to Native American tribal consultation requirements by complying with SB18 and AB52. The City has developed both formal and informal communication protocols between the City's Community Development Department and the nearby Tachi Yokut Tribe of the Santa Rosa Rancheria. Lemoore also continues to implement the adopted recommendations of the Naval Air Station Lemoore Joint Land Use Study, a multi-jurisdictional study prepared to encourage cooperative land use planning between military installations and adjacent communities. It is recognized that the next General Plan Update will need to include new Elements for Air Quality and Environmental Justice.

#### 6. The date of the last update to the General Plan

The General Plan was last comprehensively updated in 2008, with the exception of the Housing Element. The 5th Round Housing Element was certified by HCD in 2016, and the 6th Round Housing Element is currently underway with a due date of December 31, 2023.

List of City of Lemoore General Plan Chapters

Chapter	Last Comprehensive Update
Land Use	2008
Community Design	2008
Circulation Element	2008
Parks, Schools, and Community Fa	cilities 2008
Public Utilities	2008
Conservation and Open Space	2008
Safety and Noise	2008
Housing	2016

The City Council will be considering allocating funds in their upcoming 2023–2024 budget for a comprehensive update to the General Plan. It is recognized that the new General Plan Update will need to include new Elements for Air Quality and Environmental Justice.

7. Priorities for land use decision-making that have been established by the local legislative body (e.g., the passage of moratoria or emergency ordinances)

No moratoriums or emergency ordinances were adopted in 2022. The City did approve the Lacey Ranch Project, the largest residential development project in many years, which required amendments to both the Land Use and Circulation Elements.

8. Goals, policies, objectives, standards, or other plan proposals that need to be added or were deleted, amended, or otherwise adjusted

No goals, policies, objectives, or standards were adjusted in 2022. Using an SB2 Grant, the Community Development Department is reviewing its Zoning Ordinance for text and map changes that would encourage more housing growth. These ordinance changes will be brought to the City Council in 2023.

#### 9. Analysis of the status of General Plan Policies & Implementation Measures

The following table analyzes the current General Plan policies and action items that made notable progress in 2022. The table is not a comprehensive list of all policies and action items in the General Plan. Many policies/actions are under ongoing implementation and may not be listed here. The purpose of providing the policy implementations below is simply to streamline the review and highlight the annual progress efficiently.

LAND USE		
Guiding Policies	Implementing Actions	Status/Comment
PATTERN OF DE	VELOPMENT, GROWTH, AND EXPANSION	
Objective  Policy LU-G-1: Promote a sustainable, balanced land use pattern that satisfies existing needs and	LU-I-1: Establish an Urban Growth Boundary (UGB) in the General Plan Land Use Diagram that limits the extent of urban development up to the year 2030, and specifically prevents development west of the 21st Avenue alignment, in order to protect the Navy from encroachment.  LU-I-2: Seek LAFCO approval of a Sphere of Influence (SOI) line that is co-terminus with the	The City continues to apply this policy when evaluating development proposals that are submitted. The UGB was expanded in 2022 to accommodate Lacey Ranch, a 156-acre residential neighborhood development.  The City continues to apply this policy when evaluating
safeguards future needs of the City. Policy LU-G-2: Maintain a well-	General Plan Urban Growth Boundary.	development proposals that are submitted. The City worked with Kings County LAFCo in 2022 to make amendments to its SOI that better correlated with the General Plan UGB.
defined compact urban form, with a defined urban growth boundary and development intensities on land designated for urban uses.	LU-I-3: Do not accept any applications for annexation or development in the area south of the existing (May 2008) City limits and west of SR-41 until after completion of the Navy's Air Installation Compatible Use Zone (AICUZ) study for the Naval Air Station Lemoore and completion of flood hazard studies by the Federal Emergency Management Agency (FEMA).	The AICUZ was completed in 2012. The City implements the results of this study when evaluating development proposals and applies appropriate conditions.
Policy LU-G-3: Ensure that new development provides for infrastructure, schools, parks, neighborhood shops, and community	LU-I-4: Require contiguous development within the SOI unless it can be demonstrated that land which is contiguous to urban development is unavailable or development is economically infeasible. The City desires to prevent leapfrog development where development skips over available land to outlying and isolated areas. Contiguous development will reduce sprawl, safeguard agriculture land, and reduce the cost of extending services.	The City continues to apply this policy when evaluating development proposals that are submitted.

	LAND USE	
Guiding Policies	Implementing Actions	Status/Comment
facilities in close proximity to residents.	<ul> <li>LU-I-5: Work with the County on a         Memorandum of Understanding (MOU) in         which the County will commit to:         <ul> <li>Retaining agriculture and open space areas                 around the City, consistent with the General                 Plan; and</li> </ul> </li> <li>Notifying the City of development                applications within the "secondary" SOI                 adjacent to the City's Planning Area for                 comment to avoid potential conflicts.</li> </ul>	This policy has been implemented in conjunction with Kings County.
	LU-I-6: Update the Zoning Ordinance to set appropriate land use densities and development standards to ensure its compliance with the General Plan. The Ordinance also will include maximum floor area ratios (FARs) for non-residential development.  LU-I-7: Create, maintain, or upgrade Lemoore's public and private infrastructure to support future land use and planned development under the General Plan.  LU-I-8: Require new development to pay its fair share of the costs of public infrastructure, services and transportation facilities, in accordance with State law.  LU-I-9: Allow development only when adequate	The City comprehensively updated its Zoning Ordinance in 2012. The City made strategic updates in 2014 and is currently reviewing codes related to residential development to encourage more housing growth.  The City continues to apply this policy. New master plans for water, wastewater, and storm drainage were adopted in 2019.  The City last updated its development impact fees in 2017 and is currently in the process of preparing a 2023 update.  The City continues to apply this
	public facilities and infrastructure are available or planned in conjunction with use, consistent with the traffic level of service (LOS) standards and standards for public facilities and services established in this Plan.	policy when evaluating development proposals that are submitted.
RESIDENTIAL A	REAS	
Objective  Policy LU-G-4: Provide for residential development with strong community identity, appropriate and	<b>LU-I-10:</b> Ensure new neighborhoods include a mix of housing types and community facilities oriented to a neighborhood center, in a land use mix consistent with the following table and with Table 2.2.	The City continues to apply this policy when evaluating development proposals that are submitted. In 2022, the City approved new mixed housing developments entitled Lacey Ranch, Daley Homes Tract 793, and Smith Street Apartments meeting the LU-I-10 standards.
compatible scale, identifiable centers and edges and well-defined public spaces for	LU-I-11: Require a centrally located neighborhood square or "commons" within each new residential neighborhood that will serve as a focal point for the surrounding community.	In 2022, the City approved new mixed housing in Lacey Ranch, which includes a five-acre park in the center of the neighborhood.
recreation and civic activities.	LU-I-12: Ensure that the scale, operation, location, and other characteristics of community facilities, including parks, schools, child care facilities, religious institutions, other	No new community facilities applicable to this policy were constructed in 2022.

	LAND USE	
Guiding Policies	Implementing Actions	Status/Comment
Policy LU-G-5:	public and quasi-public facilities, enhance the	
Provide for a full	character and quality of neighborhoods.	
range of housing	LU-I-13: Require new residential development	In 2022, the City approved new
types and prices	adjacent to established neighborhoods to	mixed housing developments
within each	provide a transition zone where the scale,	entitled Lacey Ranch, Daley Homes
neighborhood,	architectural character, pedestrian circulation	Tract 793, and Smith Street
including	and vehicular access routes of both new and old	Apartments that meet this policy.
minimum and	neighborhoods are well integrated.	
maximum	<b>LU-I-14:</b> Require multi-family developments be	In 2022, the City approved the
requirements for	planned near existing or projected	Smith Street Apartments, an
traditional and	neighborhood centers and open space, and be	affordable housing project within
small-lot single	located within ¼ mile of a collector or arterial	walking distance of downtown and
family homes,	street.	located on an established bus route.
townhouses,	LU-I-15: Ensure developments for senior	The last senior housing project
duplexes,	housing provide special consideration for	constructed was Cinnamon Villas II,
triplexes, and	accessibility options. Senior housing projects	which is within walking distance of
multi-family housing to ensure	will be distributed throughout the City within	downtown and a small
that the economic	walking distance of neighborhood centers and	neighborhood shopping center.
needs of all	shopping areas. If they are located on the	
segments of the	periphery of the City, developers will be	
community are	required to provide evidence that adequate and affordable special transportation, such as	
met and a jobs-	shuttles, are part of the project development.	
housing balance is	<b>LU-I-16:</b> Establish zoning regulations for:	The Zoning Code provides a density
provided.		bonus for developers meeting State
provincus	Appropriate density bonuses for developers meeting State criteria for	criteria for affordable housing.
Policy LU-G-6:	affordable housing; and	Criteria for affordable flousing.
Provide for a	An additional density bonus for projects	
transition	undertaking elective off-site improvements	
between higher	(such as park improvements, public art,	
density and lower	beautification, and streetscape	
density	improvements) that further the City's	
residential areas,	community design and/or open space	
or require buffers	objectives.	
of varying size	LU-I-17: Utilize the Agricultural/Rural	The City has designated a sizable
between	Residential designated areas as a mechanism	percentage of land outside of city
residential uses	for preserving active agricultural land and	limits as Agriculture or
and non-	buffering urban uses from agricultural uses.	Agriculture/Rural Residential.
residential uses		,
without		
restricting		
pedestrian and		
bicycle access.	ID CHODDING CENTERS	
	ND SHOPPING CENTERS	
Objective:	LU-I-18: Integrate design standards for varying	Zoning Ordinance Chapter 5 Design
	scales of commercial development, including	Standards and Chapter 6 Downtown
D-1:	large-format regional shopping centers,	Development Standards of the
Policy LU-G-7:	neighborhood-serving retail centers, general	Zoning Code include height and
Foster viable,	mixed-use areas, and Downtown Mixed Use,	scale requirements, setback
pedestrian-	into the Zoning Ordinance.	provisions, and standards for

LAND USE		
Guiding Policies	Implementing Actions	Status/Comment
oriented neighborhood centers and strong, visually attractive regional shopping centers with a mix of tenants to serve both local and regional needs.	These standards will include height and scale requirements, setback provisions and standards for screening, lighting, landscaping, and location of parking, loading, refuse collection, and recycling facilities. These standards will be in conformity with the Downtown Revitalization Plan and the Architectural Design Guidelines for each zone.	screening, lighting, landscaping, and location of parking, loading, refuse collection, and recycling facilities.
	Neighborhood Retail Centers	
	LU-I-19: Evenly distribute neighborhood retail centers in new development areas and encourage a mix of uses in them to offer both choice and convenience for shoppers and residents.  LU-I-20: Encourage existing neighborhood centers to expand to their maximum potential through reuse, rehabilitation, and infill development.	The City continues to apply this policy when evaluating development proposals that are submitted. No new neighborhood centers were approved in 2022.  The City continues to apply this policy when evaluating development proposals that are submitted. No new neighborhood
	LU-I-21: Require pedestrian-oriented design and gathering spaces in neighborhood centers to facilitate a small-town atmosphere.  LU-I-22: Allow residential above retail and	centers were approved in 2022.  The City continues to apply this policy when evaluating development proposals that are submitted. No new neighborhood centers were approved in 2022.  The City continues to apply this
	neighborhood serving offices in neighborhood centers so long as they are ancillary in size and do not interfere with primary retail use.	policy when evaluating development proposals that are submitted. No new neighborhood centers were approved in 2022.
	<b>LU-I-23:</b> Facilitate the revitalization of existing blighted commercial/industrial areas by allowing mixed uses, infill, and/or increase in density on site.	The City has met several times in 2022 with property owners interested in improving existing blighted commercial and industrial sites, including a former vehicle wrecking yard.
	Regional Shopping Centers	
	<b>LU-I-24:</b> Allow office uses with walk-in clientele that are associated with complementary commercial service businesses in regional commercial areas.	The Zoning Ordinance allows office uses in the Regional Commercial zone.
	<u>Mixed Use Centers</u>	
	<b>LU-I-25:</b> Establish use regulations and development standards for Mixed Use Centers that allow a range of uses in the Zoning Ordinance.	The City established a Mixed Use zone in its Zoning Ordinance in 2012.
	<b>LU-I-26:</b> Establish an incentive program for mixed-use development including FAR bonuses	The City continues to apply this policy when evaluating

LAND USE		
Guiding Policies	Implementing Actions	Status/Comment
	for uses that contribute to public benefit and shared parking arrangements.	development proposals that are submitted.
	<b>LU-I-27:</b> Create guidelines and a Best Practices Manual for mixed-use development to educate local builders and developers about the types of	The Best Practices Manual was incorporated into the Zoning Ordinance Mixed Use chapter in
	mixed-use areas the City desires.	2012.
	<u>Downtown</u>	
Policy LU-G-8:	<b>LU-I-28:</b> Establish Downtown Mixed Use Zones	The Downtown Mixed Use Zones
Continue to	(DMX1, DMX2 and DMX3) in the Zoning	(DMX-1, DMX-2, and DMX-3) were
nurture a vibrant,	Ordinance with the following land use	established in the Zoning Ordinance
mixed-use	requirements:	in 2012.
Downtown that is	DMX1 will allow retail, commercial,	
the pride of the	professional office, second-story	
community.	residential, public, and institutional uses,	
	provided retail and restaurant uses are retained as a primary use at the site.	
	Typical new buildings will require a	
	minimum height of at least 16', with	
	exceptions for uses with special needs (e.g.	
	cinemas). Service Commercial types of uses	
	may be allowed when deemed appropriate	
	through a Conditional Use Permit.	
	DMX2 will allow retail, commercial,	
	professional office, high-density residential	
	or live/work studios, public and	
	institutional uses.	
	DMX3 will allow professional office and	
	medium-density residential, with small-	
	scale support commercial uses, with bed-	
	and-breakfast use an option. The design of	
	all new buildings, including elements such	
	as lot width and setback, must respect the	
	character of Downtown and surrounding	
	neighborhoods by following requirements	
	set out in the Downtown Design Guidelines.	
	LU-I-29: Allow a balanced and diverse mix of	All of these uses are allowed in the
	compatible uses to create a vibrant, 24-hour	DMX-1 and DMX-2 zones. The City
	Downtown, such as:	amended its parking standards for
	Mixed Use: Encourage a mix of uses in Downtown.	downtown in 2014 to not require additional parking for existing
		buildings that had a change of use.
	Housing: Promote the development of a     variety of housing options within	bunungs that had a change of use.
	variety of housing options within Downtown and in adjacent areas, including	
	higher density near the Depot.	
	<ul> <li>Retail: Promote the development of street-</li> </ul>	
	level, consumer-oriented retail	
	establishments.	
	Community Facilities: Promote high-	
	quality, public development projects that	

	LAND USE	
Guiding Policies	Implementing Actions	Status/Comment
	<ul> <li>can serve as demonstrations of appropriate downtown urban design principles.</li> <li>Change of Use: Allow existing units to remodel or upgrade to accommodate new uses, provided they do not change the primary retail character in Downtown or negatively affect historical buildings.</li> <li>Infill: Provide incentives for infill and development on underutilized land, mixeduse credit for adjacent on-street parking and exemptions for small ground floor retail and restaurant uses.</li> </ul>	
	<b>LU-I-30:</b> Establish incentives for new retail uses to be located at specific parts of downtown to maximize foot traffic and interest.	The City amended its parking standards for downtown in 2014 to not require additional parking for existing buildings that had a change of use.
	LU-I-31: Promote pedestrian-oriented amenities near Downtown such as outdoor seating, plazas, public art, weather protection, and waiting areas to reinforce Lemoore's small-town character and provide areas for people to congregate.	The City maintains Marshall Park, an urban plaza with a gazebo and murals illustrating Lemoore's history. The park is located in the center of downtown.
	<b>LU-I-32:</b> Promote the rehabilitation of historic structures in Downtown in order to preserve the historic identity of the City for future generations.	The City continues to apply this policy when evaluating development proposals that are submitted.
	<b>LU-I-33:</b> In partnership with the Chamber of Commerce, cinema, downtown store owners, local hotels and the municipal golf course, support parades, festivals, farmers markets, celebrations, promotional sales, and sport events that will draw visitors to Downtown.	The City continues to support these and other activities in downtown.
EMPLOYMENT A	AREAS	
Objective:	<b>LU-I-34:</b> Provide sites for employment generating businesses, technology-based businesses, light industrial, professional offices, and other businesses wishing to locate in	In 2022, the City approved a tentative parcel map for an existing industrial site that will include site exterior improvements to meet LU-
Policy LU-G-9: Provide appropriately located areas for a broad range of employment	Lemoore.	I-34 standards. The city also approved two separate site developments for production processing plants, which implemented components of LU-I-34 standards.
generating uses to strengthen the City's economic base and provide employment opportunities for	<b>LU-I-35:</b> Allow offices as a secondary use in Industrial areas, upon finding that such use is compatible with the primary use and will not adversely affect the traffic-carrying capacity of adjacent streets.	The City continues to apply this policy when evaluating development proposals that are submitted.

LAND USE		
Guiding Policies	Implementing Actions	Status/Comment
residents to achieve a jobs-housing balance.	<b>LU-I-36:</b> Allow advanced educational or workforce training uses, such as commuter colleges and technology teaching institutes, in Professional Office areas.	The City continues to apply this policy when evaluating development proposals that are submitted.
Policy LU-G-10: Foster high quality professional office and industrial areas and ensure developments are self sufficient, with appropriate infrastructure, community facilities, and open space for employees.	LU-I-37: Allow employee-serving amenities and services such as restaurants, cafes, dry cleaners, and other complementary uses in Professional Office areas.  LU-I-38: Establish setback, landscaping, and screening requirements for Professional Office and Industrial land uses and ensure adequate buffering between incompatible land uses.	The City continues to apply this policy when evaluating development proposals that are submitted.  In 2022, the City approved a tentative parcel map for an existing industrial site that will include site exterior improvements to meet LU-I-38 standards. The City also approved two separate site developments for production processing plants, which implemented components of LU-I-38 standards.
Policy LU-G-11: Protect desirable industrial uses from encroachment by subsequent	<b>LU-I-39:</b> Adopt planning practices that support development of employment-generating land uses and help the City achieve a jobs-housing balance.	The City's website includes business resources, including links to the Kings County Chamber of Commerce and other supporting agencies, as well as links to real estate and property management firms to find available sites.
incompatible residential and commercial uses.	LU-I-40: Allow up to 1.5 million square feet of non-residential development in the Business, Technology & Industrial Reserve Area, with up to 60 percent industrial, 35 percent office flex/R&D space/support services, and 15 percent retail space. A specific plan, including a financing plan for public facilities and services must be prepared prior to consideration of any development proposals. More non-residential space may be permitted under an approved specific plan only if the City determines that acceptable levels of service would be maintained on the Marsh Drive interchange at SR-198 and other access roads.	In 2022, the City approved a tentative parcel map for an existing industrial site that will include site exterior improvements to meet LU-I-40 standards. The City also approved two separate site developments for production processing plants, which implemented components of LU-I-40 standards.
Objective:	MMUNITY FACILITIES  LU-I-41: Ensure adequate elementary and high	The City continues to apply this
objective.	school sites are reserved in new subdivisions, consistent with the Land Use Diagram and State law.	policy when evaluating development proposals that are submitted.
Policy LU-G-12: Provide appropriate settings for a diverse range of	<b>LU-I-42:</b> Designate land for public uses to be maintained through capital projects for parks and open spaces, police and fire services, water and sanitary facilities, infrastructure, and other City services.	The City continues to apply this policy when evaluating development proposals that are submitted.

LAND USE		
Guiding Policies	Implementing Actions	Status/Comment
civic, institutional and community land uses.	<b>LU-I-43:</b> Promote the development of community facilities accessible to both vehicles and pedestrians.	The City continues to apply this policy when evaluating development proposals that are submitted.

COMMUNITY DESIGN				
Implementing Actions	Status/Comment			
EWAYS				
<u>Urban/Rural Edge</u>				
new development facing the countryside along Marsh Drive, the Lemoore Canal, and portions north of Glendale Avenue, portions of Belle Haven Drive, Industry Way, Idaho Avenue, Jackson	The City continues to apply this policy when evaluating development proposals that are submitted.			
<b>CD-I-2:</b> Maintain views into the agricultural lands on the rural side of the roadways by not planting within the right-of-way and spacing trees farther apart.	The City continues to apply this policy when evaluating development proposals that are submitted.			
CD-I-3: Work with the Lemoore Canal and Irrigation Company and other canal companies to retain open canals and restore the Lemoore Canal to its natural appearance, and study the possibility of providing a bicycle trail along the canal.  CD-I-4: Maintain scenic vistas to the Coalinga	The City continues to work with all canal companies. It was determined that adding bicycle trails along the canal bank was infeasible for safety and maintenance reasons.  The City continues to apply this			
Mountains, other natural features, and landmark buildings.	policy when evaluating development proposals that are submitted.			
Gateways And Entries				
CD-I-5: Create entry gateways at the intersection of SR-198 and Houston Avenue, the SR-41 off ramp at Bush Street, the intersection of SR-41 and Hanford Armona Road, along SR-41 south of Idaho Avenue, and the off-ramp at SR-198 near Marsh Drive with distinctive features.	The City continues to apply this policy when evaluating development proposals that are submitted.			
	Implementing Actions  EWAYS  Urban/Rural Edge  CD-I-1: Establish an open country character for new development facing the countryside along Marsh Drive, the Lemoore Canal, and portions north of Glendale Avenue, portions of Belle Haven Drive, Industry Way, Idaho Avenue, Jackson Avenue, and other areas.  CD-I-2: Maintain views into the agricultural lands on the rural side of the roadways by not planting within the right-of-way and spacing trees farther apart.  CD-I-3: Work with the Lemoore Canal and Irrigation Company and other canal companies to retain open canals and restore the Lemoore Canal to its natural appearance, and study the possibility of providing a bicycle trail along the canal.  CD-I-4: Maintain scenic vistas to the Coalinga Mountains, other natural features, and landmark buildings.  Gateways And Entries  CD-I-5: Create entry gateways at the intersection of SR-198 and Houston Avenue, the SR-41 off ramp at Bush Street, the intersection of SR-41 and Hanford Armona Road, along SR-41 south of Idaho Avenue, and the off-ramp at SR-198 near Marsh Drive with			

COMMUNITY DESIGN			
Guiding Policies	Implementing Actions	Status/Comment	
CONNECTIONS A	AND CORRIDORS		
	<u>Streetscapes</u>		
Objective:	<b>CD-I-6:</b> Require landscaping in center medians and at major intersections.	The City continues to apply this policy when evaluating development proposals that are submitted.	
Policy CD-G-4: Create a well- connected hierarchy of streets that serve existing and planned neighborhoods, and strengthen the visual and aesthetic character of the City.  Policy CD-G-5: Create a comfortable street environment for motorized and non-motorized users.	trees and other planting as needed along arterial, parkway, and collector (no on-street parking) streets between the road and sidewalk to buffer pedestrians from traffic and help define residential and commercial streets.  CD-I-8: Require a 15-foot landscaped front setback area along all arterial and collector streets outside Downtown, as sites are developed or major renovations undertaken.  CD-I-9: Revise right-of-way and pavement standards to reflect adjacent land use and/or anticipated traffic, and permit reduced right-of-way dimensions where necessary to reduce traffic speed and maintain neighborhood character.  CD-I-10: Incorporate roundabouts as an alternative to signals and stop signs, and provide landscaping and other aesthetically appealing features in them where appropriate.  CD-I-11: Preserve and protect heritage trees:  Adopt a Tree Protection Ordinance;  Require developers to preserve protected trees and submit an inventory and a site plan showing the location of all trees prior to any grading, demolition, or site work. Cutting of protected trees will require a permit and will only be allowed if trees are diseased, dying, or pose a danger to human activity; and  Require developers replace a similar tree of like size and species within 50 feet of its	The City continues to apply this policy when evaluating development proposals that are submitted.  The City continues to apply this policy when evaluating development proposals that are submitted.  The City continues to apply this policy when evaluating development proposals that are submitted.  The City continues to apply this policy when evaluating development proposals that are submitted.  The City continues to apply this policy when evaluating development proposals that are submitted.  The City added a Tree Protection Ordinance to its Zoning Ordinance in 2012.	
	original location if a protected tree is removed during construction.  CD-I-12: Update parking lot landscaping standards to increase the screening of parking lots from the	Parking lot landscape standards in the Zoning	
	streets and reduce heat build-up from pavement.	Ordinance address screening of parking lots and the reduction of heat build-up from pavement.	
	<b>CD-I-13:</b> Upgrade City bus stops to provide adequate shelter from sun, rain, and wind, and to provide durable, vandalism-resistant seating that is aesthetically pleasing.	The City continues to work with Kings Area Rural Transit with bus stops in Lemoore.	
	<b>CD-I-14:</b> Continue the City's utility undergrounding program to replace existing wooden utility poles	The City continues to apply this policy when evaluating	

COMMUNITY DESIGN		
Guiding Policies	Implementing Actions	Status/Comment
	and overhead lines with underground utility lines along major thoroughfares, and require undergrounding of utilities in all new development.	development proposals that are submitted.
	State Routes 41 And 198	The City of the state of the st
	<ul> <li>CD-I-15: Establish design standards and architectural guidelines for non-residential development facing SR-41 and SR-198. Design guidelines should address the following:</li> <li>Building facades, roofing, and façade materials, and colors;</li> <li>Use of focal elements (such as articulated rooflines or towers) to serve as visual landmarks;</li> <li>Screening of truck loading and refuse collection areas; and</li> <li>Commercial or retail signs and logos.</li> </ul>	The City added standards for big-box retail developments in 2015.
	CD-I-16: Require "street friendly" designs in new and transitioning commercial developments along SR-41.	The City continues to apply this policy when evaluating development proposals that
	<ul> <li>CD-I-17: Work with Caltrans to identify needed improvements to its highway facilities.</li> <li>Improvements include:         <ul> <li>Creating a green buffer along parts of SR-198 and SR-41 adjoining residential land;</li> <li>Improving connections to local streets through improvements to off-ramps, through-streets, traffic signs, and signals;</li> <li>Improving the safety and aesthetics of fencing structures on bridges;</li> <li>Establishing aesthetic standards for the design and color of concrete highway dividers and walls; and</li> <li>Establishing standards for streetscape improvements, including tree planting along highways, and adding landscaping, artwork, or stamped concrete for future medians.</li> </ul> </li> </ul>	are submitted.  The City continues to work with Caltrans. A new major interchange was completed at SR-198 and 19th Avenue in 2018.
	<b>CD-I-18</b> : Update standards in the Sign Ordinance to regulate all commercial signs, logos, banners, and other forms of commercial signage in Lemoore, including separate standards for highway-oriented signs and a prohibition of billboards.	Standards were updated in 2012. Article F of the Zoning Ordinance regulates signage and prohibits billboards.  Design guidelines are provided by zone and by type of sign.
	<u>Median Parkways</u>	× × 1
	<ul> <li>CD-I-19: Establish a Median Parkway street design cross-section, as illustrated in Figure 4-3, characterized by the following:</li> <li>A landscaped median with a minimum width of 18 feet and trees that will create a continuous, formal appearance;</li> </ul>	The City Development Standards were updated in 2019.

COMMUNITY DESIGN		
Guiding Policies	Implementing Actions	Status/Comment
	<ul> <li>A symmetrical tree layout for parkway strips abutting residential developments;</li> <li>On-street parking only adjacent to schools; and</li> <li>Wide, shared-use sidewalks on both sides of the parkway to accommodate pedestrians and bicyclists.</li> </ul>	
	<u>Iona Avenue</u>	
	CD-I-20: Ensure that non-residential building façades are visually attractive, with windows offering views into buildings and architectural articulation; prohibit large blank walls facing the street unless screened by landscaping. These standards will be incorporated into the Zoning Ordinance and be applicable to all new development or major redevelopment along Iona Avenue.	The City continues to apply this policy when evaluating development proposals that are submitted.
	Houston Avenue-East D Street	
	CD-I-21: Design streetscape and landscape elements to enhance the sense of arrival from SR-198 towards Houston Avenue and East D Street.	The City continues to apply this policy when evaluating development proposals that are submitted.
	Idaho Avenue, Bush Street, And 19 ½ Avenue East	
	CD-I-22: Work with property owners, law enforcement officials, and the public in removing abandoned equipment, trailers, and other items that litter open space east of SR-41, along Idaho Avenue, Bush Street, and 19 ½ Avenue.	The City continues to apply this policy when evaluating development proposals that are submitted.
DOWNTOWN DE	ESIGN	
Objective:  Policy CD-G-6: CD-G-6 Improve streetscapes within Downtown and connections	CD-I-23: Continue to implement the Downtown Revitalization Plan and require use of the design standards provided in the Zoning Code throughout the Downtown Mixed Use Zones.  CD-I-24: Require site and building design be consistent with Downtown's historic character.	The City continues to apply this policy when evaluating development proposals that are submitted.  The City continues to apply this policy through its site plan review process.
to surrounding areas.	CD-I-25: Amend the Zoning Ordinance to require all new Downtown buildings to have a minimum 20-foot street elevation, and allow three story buildings with residential uses above the ground level.  CD-I-26: Create a pedestrian and bike-friendly environment on Fox Street, E Street, F Street, and Follett Street (north of the railroad) linking Downtown to adjacent residential neighborhoods.	The Zoning Ordinance was updated in 2012. DMX-1 zone allows 40-foot tall buildings, but DMX-2 and DMX-3 are still restricted to a max of 25 and 20 feet, respectively. Currently, the minimum building height is 16 feet for DMX-1 and DMX-2, with no minimum for DMX-3. The City continues to apply this policy when evaluating development proposals that are submitted.

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	CD-I-27: Develop a "way-finding" system for Downtown by installing uniform signage and noncommercial banners leading to Downtown and maps informing visitors of attractions within Downtown itself. Uniform signage and maps directing visitors to Downtown serve to mark the area as a special destination.	The City has a banner management program. Downtown kiosks were added in 2013.
	<b>CD-I-28:</b> Establish a Downtown parking management program.	The City continues to apply this policy when evaluating development proposals that are submitted.
	CD-I-29: Continue to install street trees along F, D, E, C, and B Streets, as well as along Fox, Follett, Heinlen, Armstrong Streets and Hill Street south of E Street, to create a unified landscape theme in Downtown.	The City continues to apply this policy when evaluating development proposals that are submitted.
	<b>CD-I-30:</b> Continue to install lighting and street furniture that reflect a unique 'turn-of-the-century' design theme. Street furniture shall include seating, bicycle racks, trash containers, special paving, and bus-stop shelters. They should be safe and generally maintenance-free.	The City continues to apply this policy when evaluating development proposals that are submitted.
ACTIVITY CENT		
Objective:  Policy CD-G-7: Ensure that new shopping centers support	Neighborhood and Regional Commercial Shopping CD-I-31: Reduce the impact of site and building design of regional shopping centers on surrounding uses. CD-I-32: Promote the innovative treatment of parking areas in order to reduce their negative environmental impact and avoid the appearance of a "sea of asphalt".	The City added specific development standards for big box stores in 2016.  The City continues to apply this policy when evaluating development proposals that are submitted.
Lemoore's small- town character and provide convenient pedestrian access to adjacent residential	<b>CD-I-33:</b> Provide a lively neighborhood center environment by allowing ground floor activities to spill into public open space, so long as they do not hinder pedestrian circulation.	In 2022, the city approved a new neighborhood commercial development to include a convenience store, mechanical car wash facility, and quick service restaurant, which meet CD-I-33 standards.
neighborhoods.	<b>CD-I-34:</b> Require design of buildings in neighborhood centers to be consistent with Lemoore's small town character.	In 2022, the city approved a new neighborhood commercial development to include a convenience store, mechanical car wash facility, and quick service restaurant, which meet CD-I-33 standards.
	<b>CD-I-35:</b> Designate streets and block patterns in neighborhood centers to increase walkability and pedestrian circulation.	In 2022, the city approved a new neighborhood commercial development to include a convenience store, mechanical car wash facility, and quick

COMMUNITY DESIGN		
Guiding Policies	Implementing Actions	Status/Comment
		service restaurant, which meet CD-I-33 standards.
	<b>CD-I-36:</b> Establish minimum standards for pedestrian-oriented circulation and parking in neighborhood centers:	The City continues to apply this policy when evaluating development proposals that are submitted.
	Mixed-Use Centers	are bubiliteed.
Objective:  Policy CD-G-8: Promote site sensitive design and pedestrian- oriented amenities in mixed-use centers.	CD-I-37: Ensure that new mixed-use center development consider design issues relating to scale, massing, building orientation, accessibility, primary view corridors, community areas, location of parking and/or loading/unloading areas, compatibility of use, landscaping, relationship to surrounding neighborhoods, and other site and building design issues in their development.  CD-I-38: Require developers provide a pedestrian friendly environment in mixed-use centers with wide sidewalks, small plazas and benches, pedestrian scaled building massing, and parking hidden from view from the street.	There have been no development projects proposed in the Mixed Use zone since it was established in 2012. Using SB2 Grant funds the City is currently evaluating changing the undeveloped land to High-Density Residential in 2023.  In 2022, the city approved new mixed housing developments entitled Lacey Ranch, Daley Homes Tract 793, and Smith Street Apartments to meet CD-I-38 standards. The project entitled Victory Village Tract 845 also qualified to meet components of the CD-I-38 standards.
	<b>CD-I-39</b> : Establish a defined center, such as a landscaped area, civic square or transit stop with street furniture and other pedestrian amenities, at the core of a mixed-use center. Orientate buildings to face this center.	The City continues to apply this policy when evaluating development proposals that are submitted.
	<u>Professional Development</u>	
Objective:  Policy CD-G-9: Ensure that new professional office and industrial development corresponds to its surroundings in building scale,	<b>CD-I-40:</b> Establish design standards for new development, and require existing development upgrade to these standards when they undergo renovation.	In 2022, the city approved a tentative parcel map for an existing industrial site that will include site exterior improvements to meet CD-I-40 standards. The city also approved another industrial site for production processing, which implemented components of CD-I-40 standards.
form, and buffering of adjacent uses.  Policy CD-G-10: Ensure that new professional office	<b>CD-I-41:</b> Require publicly accessible open space to be integrated into large-scale office and industrial developments. Open space areas will provide a public gathering space or opportunities for passive or active recreation. This requirement would not apply to locations that are within walking distance of public parks.	The City continues to apply this policy when evaluating development proposals that are submitted.

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and industrial development provides pedestrian access to the surrounding neighborhoods	cD-I-42: Require landscaped buffers and screening along the perimeter of industrial areas abutting residential areas, major streets, and edge of town. The requirement will include a 15-foot wide landscaped buffer adjacent to the public right-ofway on private property between Iona Avenue and the existing industrial areas.	The City continues to apply this policy when evaluating development proposals that are submitted.
and within the development itself.	CD-I-43: Require façade review of all new construction and visible exterior alterations of commercial and industrial buildings. Any new non-residential construction or remodeling of an existing building where exterior work alters more than 50 percent of a visible building façade, including exterior surface improvement such as painting, sand blasting, veneer or stucco resurfacing will be subjected to a façade review.	The City continues to apply this policy when evaluating development proposals that are submitted.
NEIGHBORHOO	DS	
Ohioati	Neighborhood Policies	In 2022 the City 1
Objective:  Policy CD-G-11: Encourage development of diverse and distinctive neighborhoods.  Policy CD-G-12:	CD-I-44: Ensure that new residential development enhances Lemoore's neighborhood character and connectivity by establishing the following standards in the subdivision ordinance:	In 2022, the City approved new mixed housing developments entitled Lacey Ranch, Daley Homes Tract 793, and Smith Street Apartments to meet CD-I-44 standards. The project entitled Victory Village Tract 845 qualified to meet components of the CD-I-44 standards.
Develop a sense of neighborhood identity through design elements and neighborhood focal points, such as commercial areas, schools, parks, community centers, or a combination of these elements.  Policy CD-G-13: Ensure that new street networks are coherent and provide multimodal access within and	<ul> <li>CD-I-45: Establish residential design guidelines for new subdivisions to include but not be limited to:</li> <li>Require use of varied massing and roof types, floor plans, detailed planting design or color and materials. Maintain overall harmony while providing smaller-scale variety;</li> <li>Require building facades with distinctive architectural features like windows, chimneys, and other such elements. Use articulation of building massing to reveal internal organization of building elements such as stairs and atriums, internal gathering spaces and major interior spaces;</li> <li>Require corner buildings to have wrap-around façade architectural details; and</li> <li>For single-family housing: Ensure adjacent units are different in size, composition and/or design. Designs used in a subdivision should be substantially different from one another so that</li> </ul>	These standards were added to the Zoning Ordinance in 2012. In 2022, the City approved new mixed housing developments entitled Lacey Ranch, Daley Homes Tract 793, and Smith Street Apartments to meet CD-I-45 standards. The project entitled Victory Village Tract 845 qualified to meet components of the CD-I-45 standards.

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between neighborhoods.	no plan/elevation should look similar to another.  • Homes built in pre-existing neighborhoods should be built in similar scale and design to existing neighborhood as determined by the Planning Department.	
	<b>CD-I-46:</b> Require a mix of housing types and community-oriented facilities within multi-family zoning districts.	In 2022, the City approved new mixed housing developments entitled Lacey Ranch, Daley Homes Tract 793, and Smith Street Apartments to meet CD-I-46 standards. The project entitled Victory Village Tract 845 qualified to meet components of the CD-I-46 standards.
	CD-I-47: Discourage gated communities that restrict public access to multi-family and single family residential areas but permit only if they do not result in cutting off critical access between neighborhoods in accordance with thresholds, standards, and design criteria and conditional use permit process described in the Zoning Ordinance consistent with other General Plan policies. Small town character should remain an important factor throughout the design of any proposed gated community.	In 2022, the City approved new mixed housing developments entitled Lacey Ranch, Daley Homes Tract 793, and Smith Street Apartments to meet CD-I-47 standards. The project entitled Victory Village Tract 845 qualified to meet components of the CD-I-47 standards.
	<ul> <li>CD-I-48: Minimize the visual dominance of garages by establishing specific standards in the Zoning Ordinance, including:         <ul> <li>Limiting the front width of a house that can be occupied with a garage to be no more than one-half the building width;</li> <li>Encourage garage setbacks from the front façade, permitting a range of setbacks none of which may extend more than 5 feet in front of the building;</li> <li>Requiring additional setback or off-setting of such garages if more than a two-car garage entrance is provided;</li> <li>Encouraging use of alleys in new development, with garages accessed from the rear, yet maintain backyards; and</li> <li>Incorporating design elements on the second level above the garages such as accessory</li> </ul> </li> </ul>	In 2022, the City approved new mixed housing developments entitled Lacey Ranch, Daley Homes Tract 793, and Smith Street Apartments to meet CD-I-48 standards. The project entitled Victory Village Tract 845 qualified to meet components of the CD-I-48 standards.
	dwelling units, bay windows, or balconies.  CD-I-49: One permanent carport structure may be allowed per dwelling unit in front yard setback areas, with the exception of corner lots, so long as	The City continues to apply this policy when evaluating

COMMUNITY DESIGN		
Guiding Policies	Implementing Actions	Status/Comment
	their design in the front of the house matches that of the housing unit structure and is at least 4' in back of the sidewalk.	development proposals that are submitted.
	<b>CD-I-50:</b> Require all new multi-family developments submit plans for trash enclosures for design review approval.	The City continues to apply this policy when evaluating development proposals that are submitted.
	CD-I-51: Require residential neighborhoods to incorporate architecture and site plan considerations into the design and location of cluster mailboxes to ensure design compatibility and increase social contact in the neighborhood.	In 2022, the City approved new mixed housing developments entitled Lacey Ranch, Daley Homes Tract 793, and Smith Street Apartments to meet CD-I-51 standards. The project entitled Victory Village Tract 845 qualified to meet components of the CD-I-51 standards. The Post Office determines mailbox locations.
	<b>CD-I-52</b> : Amend the Zoning Ordinance to prohibit outdoor storage containers in residential areas which are in place more than 72 hours.	The Zoning Ordinance now requires a temporary use permit for outdoor storage containers in residential areas in place for more than 72 hours.
	Street/Building Relationship	
	CD-I-53: Require new housing to provide transitions between the street and building, with variable front setbacks, building articulation and massing.	In 2022, the City approved new mixed housing developments entitled Lacey Ranch, Daley Homes Tract 793, and Smith Street Apartments to meet CD-I-53 standards. The project entitled Victory Village Tract 845 qualified to meet components of the CD-I-53 standards.
	<ul> <li>CD-I-54: Design local streets not only to accommodate traffic, but also to serve as comfortable pedestrian environments. These should include, but not be limited to:         <ul> <li>Along Arterial, Parkway, and Collector Streets, street tree planting adjacent to curb between the street and sidewalk (the "parkway strip") to provide a buffer between the pedestrian and the automobile, as well as in the landscaped buffer between the sidewalk and adjacent buildings/walls, where appropriate.</li> <li>Along Local Streets, provide a landscape parkway between the curb and back of walk. Additionally, provide a street tree at the rate of one per single family dwelling unit or 30 feet</li> </ul> </li> </ul>	The City continues to apply this policy when evaluating development proposals that are submitted.

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Guiding Policies	Implementing Actions	Status/Comment
	for other uses. This street tree may be located either within the parkway, behind the sidewalk within the utility easement, or in the front yard setback at the choice of the developer or property owner. Sidewalks on both sides of streets.	
	Neighborhood Identity and Boundaries	
	<b>CD-I-55:</b> Promote use of design elements that signify neighborhood identity.	In 2022, the City approved a new neighborhood commercial development to include a convenience store, mechanical car wash facility, and quick service restaurant, which meet CD-I-55 standards.
	<ul> <li>CD-I-56: Include the following standards and regulations for fences and walls in residential areas in the Zoning Ordinance:</li> <li>Fences located in front yards shall be limited to no more than 3' in height with at least 50% permeability in front of the main building structure. Chain link fences shall be allowed in this area;</li> <li>Fences along interior side or rear yards can be solid up to 7' so long as they are located behind the main building structure(s) along the property line of interior lots.</li> <li>Fences on corner lots can install solid architecturally detailed side yard fences taller than 3' once they are even or in back of the main structure and placed at least 3' behind the back sidewalk. Landscaping shall be required between the sidewalk and the fence and properly maintained by the owner. If proposed fencing placement would obstruct sight lines for vehicular traffic causing a hazardous traffic condition, the location must be altered. Chain link fence shall not be allowed in this area;</li> <li>Properties that abut existing perimeter subdivision walls or fences facing public streets must use materials and height consistent with adjacent or abutting neighbors and get approval from the Planning Department prior to installation;</li> <li>New single family subdivision shall only use decorative masonry perimeter walls/fences</li> </ul>	Standards for fences were updated in the Zoning Ordinance in 2012 and amended in 2014.
	<ul><li>and get approval from the Planning</li><li>Department prior to installation;</li><li>New single family subdivision shall only use</li></ul>	

COMMUNITY DESIGN		
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	<ul> <li>adequately reduce noise impacts to acceptable levels;</li> <li>Gated communities that restrict public access to multi-family and single-family residential areas are prohibited.</li> <li>Trash containers shall be kept behind solid fences or landscaping to screen from public view, with appropriate access for cleaning and refuse removal.</li> </ul>	
	Security And Defensible Space	
	<b>CD-I-57:</b> Require new developments to incorporate security and defensible space considerations in the design of residential units and neighborhoods.	The City continues to apply this policy when evaluating development proposals that are submitted.
GREEN DESIGN		
	<u>Heat and Light</u>	
Objective:  Policy CD-G-14: Provide leadership and guidance to encourage the application of sustainable site planning and green building practices in Lemoore.	<ul> <li>CD-I-58: Require new development to incorporate passive heating and natural lighting strategies if feasible and practical. These strategies should include, but are not limited to, the following:         <ul> <li>Using building orientation, mass, and form, including façade, roof, and choice of building materials, color, type of glazing, and insulation to minimize heat loss during winter months and heat gain during summer months;</li> <li>Designing building openings to regulate internal climate and maximize natural lighting, while keeping glare to a minimum; and</li> <li>Reducing heat-island effect of large concrete roofs and parking surfaces.</li> </ul> </li> </ul>	The City continues to apply this policy when evaluating development proposals that are submitted.
	Surface Water Runoff	
	CD-I-59: Require new development to reduce storm water run-off, control water pollution, and promote water recharge through sustainable hydrological design.  Energy Efficiency	The City continues to apply this policy when evaluating development proposals that are submitted.
	CD-I-60: Incorporate green building standards into	In 2022, the City approved a
	the Zoning Ordinance and building code to ensure a high level of energy efficiency in new development, retrofitting projects, and City facilities.	new neighborhood commercial development to include a convenience store, mechanical car wash facility, and quick service restaurant, which the CD-I-60 standards.
GOOD CONSTRUCTION PRACTICE		
	CD-I-61: Adopt a Green Building Design Ordinance.	The City now enforces the Green Building Code.
	<b>CD-I-62:</b> Facilitate environmentally sensitive construction practices.	In 2022, the City approved new mixed housing developments

COMMUNITY DESIGN		
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		entitled Lacey Ranch, Daley Homes Tract 793, and Smith Street Apartments to meet CD- I-62 standards. The project entitled Victory Village Tract 845 qualified to meet components of the CD-I-62 standards.
OUTDOOR LIGH	ΓING	
Objective:  Policy CD-G-15: Foster an efficient and comprehensive outdoor lighting system.	CD-I-63: Establish Outdoor Lighting Standards in the Zoning Ordinance.  CD-I-64: Create and adopt a Dark Sky Ordinance to minimize glare, light trespass, excessive lighting, and other forms of light pollution to preserve the enjoyment of the night sky and night environment.	Standards for outdoor lighting were added to the Zoning Ordinance in 2012.  9-5B-4: OUTDOOR LIGHTING of the Zoning Code was adopted to balance the safety and security needs for lighting with the City's desire to preserve dark skies and to ensure that light trespass and glare have negligible impact on surrounding property (especially residential uses) and roadways.
	CD-I-65: Do not allow continuous all night outdoor lighting in sport stadiums, construction sites, and rural areas unless they are required for security reasons.  CD-I-66: Educate the public about light trespass and light pollution and establish a voluntary program to encourage existing sources of light pollution to convert to non-polluting, energy efficient lighting systems.	The City continues to apply this policy when evaluating development proposals that are submitted.  The City continues to apply this policy when evaluating development proposals that are submitted.

CIRCULATION			
Guiding Policies	Implementing Actions	Status/Comment	
ROADWAY NETV	ROADWAY NETWORK		
	Overall Circulation System Planning		
Objective	C-I-1: Adopt street standards that provide	In 2022, the City approved new	
	flexibility in design, especially in residential	mixed housing developments	
	neighborhoods. Revise right-of-way and pavement	entitled Lacey Ranch, Daley	
	standards to reflect adjacent land use and/or	Homes Tract 793, and Smith	
Policy C-G-6:	anticipated traffic, and permit reduced right-of-way	Street Apartments to meet C-I-	
Provide a wide	dimensions where necessary to maintain	1 standards. The project	
variety of	neighborhood character.	entitled Victory Village Tract	
transportation		845 qualified to meet	

CIRCULATION		
Guiding Policies	Implementing Actions	Status/Comment
alternatives and modes serving all		components of the C-I-1 standards.
residents and	C-I-2: Require all new developments to provide	In 2022, the City approved new
businesses to	right-of-way and improvements consistent with the	mixed housing developments
enhance the	General Plan street designations and street cross-	entitled Lacey Ranch, Daley
quality of life and	section standards. Further, ensure that either the	Homes Tract 793, and Smith
increase	City Capital Improvement Program Budget or new	Street Apartments to meet C-I-
pedestrian safety.	developments carries out the planned	2 standards. The project
Policy C-G-7:	improvements included in Table 4.3. Alternative improvements shall be considered if supported by	entitled Victory Village Tract 845 qualified to meet
Make efficient use	a traffic assessment conducted under the guidance	components of the C-I-2
of all	of City staff.	standards.
transportation	<b>C-I-3:</b> Provide for greater street connectivity by:	The City continues to apply this
facilities and,	Incorporating in subdivision regulations	policy when evaluating
through	requirements for a minimum number of access	development proposals that
coordinated land	points to existing local or collector streets for	are submitted.
use planning,	each development (e.g. at least two access	
strive to improve accessibility to	points for every 10 acres of development, with	
shops, schools,	additional access, if warranted, for multi-family housing);	
parks, and	<ul> <li>Encouraging the construction of roundabouts</li> </ul>	
employment	instead of traffic signals and 4-way stop signs,	
centers and	where feasible;	
reduce the total	Requiring bicycle and pedestrian connections	
vehicle miles	from cul-de-sacs to nearby public areas and	
traveled per	main streets; and	
household to minimize vehicle	Requiring new residential communities on	
emissions and	undeveloped land planned for urban uses to	
save energy.	provide stubs for future connections to the	
	edge of the property line. Where stubs exist on adjacent properties, new streets within the	
Policy C-G-8:	development should connect to these stubs.	
Improve the	<b>C-I-4:</b> Develop a multi-modal transit system map	The City works with Kings Area
aesthetic	integrating bicycle, public transportation,	Rural Transit to coordinate
character of	pedestrian, and vehicle linkages within the City to	multi-modal trips.
transportation corridors in the	ensure circulation gaps are being met. Safe Routes	
City.	to School and any necessary related improvements	
only.	will also be shown on this map, and costs and	
	priorities indicated based on need.  C-I-5: Use traffic calming measures to reduce	The City continues to apply this
	speeds in existing and future residential areas.	policy when evaluating
	Traffic calming measures may include, but are not	development proposals that
	limited to:	are submitted.
	Reducing curb-to-curb pavement widths to the	
	minimum necessary to ensure traffic flow and	
	safety;	
	Allowing on-street parking where possible;  Provide a support of the provide and a support of the su	
	Providing generous street tree plantings and other vegetation:	
	other vegetation;	

CIRCULATION			
Guiding Policies	Implementing Actions	Status/Comment	
	<ul> <li>Building corner bulb-outs and intersection roundabouts;</li> <li>Allowing for curvilinear street design; and</li> <li>Installing, where appropriate, specific traffic calming features, such as bulb-outs and medians.</li> </ul>		
	<ul> <li>C-I-6: Establish vehicular access controls that limit access to developments from new median parkways, such as Semas Drive, by:</li> <li>Limiting left-turn intersections to only major intersecting roads by use of medians; and</li> <li>Limiting driveway access for new development along parkways by promoting use of alleys and frontage streets.</li> </ul>	The City continues to apply this policy when evaluating development proposals that are submitted.	
	Traffic Level of Service		
Objective:  Policy C-G-9:	C-I-7: Develop and manage the roadway system to obtain Level of Service (LOS) D or better for two hour peak periods (a.m. and p.m.) on all major	The City continues to apply this policy when evaluating development proposals that	
Maintain acceptable levels of service and	roadways and arterial intersections in the City. This policy does not extend to local residential streets	are submitted.	
ensure that future development and the circulation	(i.e., streets with direct driveway access to homes) or state highways and their intersections, where Caltrans policies apply. Exceptions to LOS D policy		
system are in balance.	may be allowed by the City Council in areas, such as Downtown, where allowing a lower LOS would result in clear public benefits, social interaction, and economic vitality, and help reduce overall automobile use.		
Policy C-G-10: Ensure that new development pays its fair share of the costs of transportation	C-I-8: Develop and manage local residential streets (i.e., streets with direct driveway access to homes) to limit average daily vehicle traffic volumes to 1,100 or less and 85th percentile speeds to 25 miles per hour or less.	The City continues to apply this policy when evaluating development proposals that are submitted.	
facilities.	C-I-9: Establish a Transportation Performance Monitoring (TPM) program for the Business, Technology, and Industrial Reserve Area, generally located in the Southwest quadrant of SR-198 and SR-41, to monitor and control traffic arising from new development.	The City continues to apply this policy when evaluating development proposals that are submitted.	
	<b>C-I-10:</b> Require traffic impact studies for any proposed General Plan amendment that will generate significant amounts of traffic (such as 100 or more peak hour trips).	The City continues to apply this policy when evaluating development proposals that are submitted.	
	<b>C-I-11:</b> Establish and implement additional programs to maintain adequate peak hour LOS at intersections and along roadway segments as circumstances warrant.	The City requires traffic impact analyses when appropriate for new developments to maintain adequate LOS in the city.	
	Funding for Improvements		
	<b>C-I-13:</b> Continue to require that new development pay its fair share of the costs of street and other	The City continues to apply this policy when evaluating	

CIRCULATION		
Guiding Policies	Implementing Actions	Status/Comment
	traffic improvements based on traffic generated and its impact on traffic service levels.	development proposals that are submitted.
	C-I-14: Establish city-wide traffic impact fees to provide additional funding for transportation improvements needed to serve new development, including new interchanges and ramps. Provide for automatic annual adjustments in traffic fees to reflect increases in construction costs (e.g. materials, rate of inflation, etc.).	The City last updated transportation impact fees in 2019 and plans to update them in 2023.
TRUCK ROUTES	AND RAILROAD CORRIDOR	
Objective:  Policy C-G-4: Improve commercial goods	<b>C-I-1:</b> Designate specific truck routes to provide for movement of goods throughout the City, ensure that adequate pavement depth, lane widths, and turn radii are maintained on the designated truck routes, and prohibit commercial trucks on nontruck routes except for direct deliveries.	The City comprehensively reviewed existing truck routes in 2018.
movement.	<b>C-I-2:</b> Require the truck route street designs on Idaho and Iona Avenues and others to match the	The City updated its street design standards in 2019.
Policy C-G-5: Support the San Joaquin Valley	estimated truck weight and include unloading and turning movement for safe and efficient goods delivery.	
Railroad operations.  Policy C-G-6:	C-I-3: Ensure that truck and tractor vehicle overnight parking is designated at key freeway-oriented locations to avoid truck parking in residential neighborhoods. These truck parking	The City monitors truck overnight parking to avoid residential neighborhoods.
Support the activities of the	locations will be shielded from view with landscaping and trees, when possible.	
Joint Powers Authority of the Cross Valley Rail	<b>C-I-4:</b> Re-route truck routes to avoid residential neighborhoods and schools, where feasible.	The City comprehensively reviewed existing truck routes in 2018.
Corridor, which include freight and passenger rail goals.	C-I-5: Work with Amtrak California and the San Joaquin Valley Railroad in the planning for freight service, train schedules, proposed stations, railroad crossings, and other issues of interest to the City in line with the General Plan discussion. The City will support the activities of the Cross Valley Rail Corridor Joint Powers Authority, which include freight and passenger rail goals outlined in the 2004 Passenger Rail Feasibility Study.	The City's downtown transit center is designed to easily convert to a rail passenger station. The City supported a High-Speed Rail Authority-funded effort to review the feasibility of adding passenger rail or express bus service to reach the Kings/Tulare HSR station planned for Hanford.
PUBLIC TRANSIT  KART Dial-a-Ride Services		
Objective:	C-I-1: Coordinate with Caltrans and Kings Area Rural Transit to identify and implement Park & Ride sites with convenient access to public transit.	Kings Area Rural Transit is reevaluating its service to include home pickup. The City
Policy C-G-2: Promote improved transit	Park & Ride areas should include secure parking for cars, motorcycles, and bicycles, and have minimal impact on neighborhoods.	is supporting the effort.

	CIRCULATION	
Guiding Policies	Implementing Actions	Status/Comment
service and the development and use of park-and-ride facilities for commuters.	C-I-2: Work with Kings Area Rural Transit to situate transit stops and hubs at locations that are convenient for transit users, and promote increased transit ridership through the provision of benches, bike racks on buses, and other amenities. This will include identifying existing underserved neighborhoods and new areas under development that will need transit service. The Kings County Association of Governments conducts annual transit needs public hearings where the City and the public may express their transit needs.	The City continues to work with Kings Area Rural Transit on these transit issues.
	<b>C-I-3:</b> Work with Kings Area Rural Transit to provide accessible, well-lighted and attractive bus shelters that are compatible with surrounding neighborhoods.	The City continues to work with Kings Area Rural Transit on these transit issues.
	<b>C-I-4:</b> Provide incentives for City employees to commute by public transit, car-pool, or use alternative fuel technology vehicles.	The City offers charging stations at its sites.
	C-I-5: Offer alternative work hours and telecommuting when appropriate to City employees to reduce VMT and trips to work.	The City offers these programs.
	<b>C-I-6:</b> Purchase hybrid gasoline-electric, bio-diesel fuel or electric vehicles for the City fleet.	The City has purchased these types of vehicles over the years.
	<ul> <li>C-I-7: Ensure that new development is designed to make public transit a viable choice for residents.</li> <li>Options include:</li> <li>Locate medium-high density development whenever feasible near streets served by public transit; and</li> <li>Link neighborhoods to bus stops by continuous sidewalks or pedestrian paths.</li> </ul>	The City continues to apply this policy when evaluating development proposals that are submitted.
BICYCLES, TRAI	LS, AND PEDESTRIAN CIRCULATION	
Objective:	<b>C-I-1:</b> Implement the Lemoore Bikeway Plan in coordination with the County's Regional Bicycle Plan, which is updated every four years.	The City has participated in the County Regional Bikeway Plan.
Policy C-G-4: Promote bicycling and walking as alternatives to the	<b>C-I-2:</b> Establish bicycle lanes, bike routes, and bike paths consistent with the General Plan.	The City adopted new street standards in 2019 that include provision for bike lanes and routes.
automobile.	<ul> <li>C-I-3: Increase bicycle safety by:</li> <li>Sweeping and repairing bicycle lanes and paths on a regular basis;</li> <li>Ensuring that bikeways are delineated and signed in accordance with Caltrans' standards, and lighting is provided, where needed;</li> <li>Providing bicycle paths or lanes on bridges and overpasses;</li> <li>Ensuring that all new and improved streets have bicycle-safe drainage grates and are kept</li> </ul>	The City evaluates major streets for new bike lanes and routes whenever a street is repaved and in need of restriping.

CIRCULATION		
Guiding Policies	Implementing Actions	Status/Comment
	free of hazards such as uneven pavement, gravel, and other debris;  Providing adequate signage and markings warning vehicular traffic of the existence of merging or crossing bicycle traffic where bike routes and paths make transitions into or across roadways;  Working with the Lemoore Union School districts to promote classes on bicycle safety in the schools; and  Installing large sidewalks along arterial and median parkway streets so that children may ride safely away from traffic (e.g., Lemoore Avenue and Hanford-Armona Road).  C-I-4: Amend the Zoning Ordinance to require bicycle parking facilities at large commercial and industrial employer sites, including racks and lockers that are integrated into the overall site and building design.  C-I-5: Develop a series of continuous walkways within new office parks, commercial districts, and residential neighborhoods so they connect to one another.  C-I-6: Provide for pedestrian-friendly zones in conjunction with the development, redevelopment, and design of mixed-use neighborhood core areas, the Downtown area, schools, parks, and other high use areas by:  Providing intersection "bulb outs" to reduce walking distances across streets in the Downtown and other high use areas;  Providing pedestrian facilities at all signalized intersections;  Providing landscaping and shade that encourages pedestrian use;  Constructing adequately lit and safe access through subdivision sites; and  Providing mid-block electronic warning lights and signals, where warranted, to inform motorist of the presence of pedestrians at the	The City enforces the Green Building Code. The Zoning Ordinance has standards for the distance for bike racks to building entries. The City's Zoning Ordinance has standards that are implemented as new development occurs. These standards have been incorporated into the City's Zoning Ordinance.
	crosswalk.  C-I-7: Establish specific standards for pedestrian facilities to be accessible to physically disabled persons, and ensure that roadway improvement projects address mobility or accessibility for higgslists or pedestrians.	The City enforces ADA requirements for accessibility.
	bicyclists or pedestrians.  C-I-8: Amend the Zoning Ordinance to include standards in all new development for pedestrian circulation including: patterned concrete sidewalks across vehicular streets, crossing signalization,	The City updated its Zoning Ordinance in 2012 and made amendments in 2014.

CIRCULATION		
Guiding Policies	Implementing Actions	Status/Comment
	bulb-outs, bicycle parking and lockers integrated with parking areas, and street lighting.	
PARKING		
Objective:  Policy C-G-2:	<b>C-I-1:</b> Ensure that all residential development provides adequate on-site parking for residents and guests.	The City continues to apply this policy when evaluating development proposals that are submitted.
Foster practical parking solutions.	C-I-2: Amend the Zoning Ordinance to require large employers to implement a Traffic Demand Management program that combines parking restrictions with transit or bicycle subsidies, such as promoting carpooling, free bus passes, priority bicycle parking and car share programs.	The City continues to apply this policy when evaluating development proposals that are submitted.
	C-I-3: Amend the Zoning Ordinance to allow shared parking for mixed-uses where peak parking demands do not overlap.	This has been incorporated into the City's Zoning Ordinance. In 2014, the City amended standards in the downtown area to not require additional parking when an existing building changes uses.
	C-I-4: Amend the City's Parking Design Standards to promote multiple benefits, including shared parking for mixed-use projects, solar panels on parking structures to generate energy for parking lot lighting, and pervious pavement for parking lots to improve groundwater recharge.	The City last updated its parking design standards in 2019.

PARKS, SCHOOLS, AND COMMUNITY FACILITIES		
Guiding Policies	Implementing Actions	Status/Comment
PARKS AND REC	REATION FACILITIES	
	<u>Future Parkland</u>	
Objective	<ul><li>PSCF-I-1: Establish a goal of 6 acres of parkland per thousand residents to be met by:</li><li>Dedication and reservation requirements</li></ul>	The City continues to apply this policy when evaluating development proposals that
Policy PSCF-G-1: Create and maintain a high- quality public park system for Lemoore.	<ul> <li>consistent with the Quimby Act, for landscaped open spaces, parks, trail systems, and/or special community service facilities in new residential developments based on a standard of 5 acres of developed parkland per thousand residents; and</li> <li>A standard of one acre per thousand residents to be met with an impact fee for City-owned</li> </ul>	are submitted.

	PARKS, SCHOOLS, AND COMMUNITY FACILITIES	
Guiding Policies	Implementing Actions	Status/Comment
	and operated parks and special recreation areas that serve all residents.  PSCF-I-2: Require that at least 75 percent of new	The City continues to apply this
	residents live within a half mile or less of a public park facility, using the development permit review and approval processes.	policy when evaluating development proposals that are submitted.
	<b>PSCF-I-3:</b> Require non-residential developers contribute to the City's parks and open space system based on proportional share of needs generated and use of facilities, in compliance with the State Mitigation Fee Act and other applicable laws.	The City currently does not require non-residential developers to contribute to the City park system.
	<b>PSCF-I-4:</b> Develop new parks with high quality facilities, universal accessibility, durability, and low maintenance in mind. Existing parks will be improved, if feasible and economically justified, to reduce maintenance cost and water use, as well as improve park safety and aesthetics.	The City continues to build new parks, maintain existing parks, and provide additional amenities in existing parks.
	<ul> <li>PSCF-I-5: Incorporate the following elements into the creation of new community, neighborhood, and pocket parks:         <ul> <li>A mix of passive and active recreational facilities that meet the needs of citizens of all ages and interests;</li> <li>Clear pedestrian and bike connectivity between parks and local schools, shops, and other neighborhood resources;</li> </ul> </li> </ul>	The City has incorporated these strategies into its development standards.
	<ul> <li>Visual permeability, so the interior of the park is visible from the street;</li> <li>Parking, when necessary and appropriate, including use of on-street space in and around community and neighborhood parks;</li> <li>Bicycle parking, storage, and other support facilities; and</li> <li>Native, drought-tolerant landscaping and water-conserving irrigation systems including "smart" irrigation that utilizes moisture and weather sensor technology.</li> </ul>	
	<b>PSCF-I-6:</b> Use existing natural and man-made features of the community, such as creeks, canals and railroad corridors when possible to enhance the parks and open space network.	Open space features along the railroad corridor are no longer a feasible option. Other options are considered as appropriate. The Lacey Ranch residential project approved in 2022 will include a trail through the neighborhood connecting its open space areas.
	<b>PSCF-I-7:</b> Develop a system of consistent, recognizable and pedestrian-scale signage for the parks and trail system throughout the City,	The City has not focused on this action to move funding to other parks and recreation areas.

PARKS, SCHOOLS, AND COMMUNITY FACILITIES		
Guiding Policies	Implementing Actions	Status/Comment
	including bikeways, pathways and sidewalks that link key community resources (e.g. schools, public facilities, and transit) to the parks and open space network.	
	<b>PSCF-I-8:</b> Provide lighted facilities for certain specialized community recreation areas (e.g. tennis courts, basketball courts, pathways) in order to extend usable hours. When possible, design electric lighting to be light-sensitive (dims during the day), solar powered, and to allow as little light pollution as possible.	The City has lights at several of its facilities, including the downtown skate park.
	<b>PSCF-I-9:</b> Incorporate shallow ponding basins in community parks and large neighborhood parks, where feasible, to promote the efficient use of land.	The City has utilized this design strategy with several basins. The Lacey Ranch residential project approved in 2022 plans to include a multi-level basin with a dog park on the middle level.
	PSCF-I-10: Improve the 19th Avenue Park and other existing parks that are not fully developed with features such as landscaping, trails, children's play areas, and a hedge or wall where the park adjoins the freeway.  PSCF-I-11: Create landscaped open spaces at the	The City continues to enhance its existing parks. The most recent example is the addition of wind sail shade structures at the Lemoore Sports Complex.  The City has not yet
	main entrances to Lemoore, to include trees, bushes, and other native vegetation.  PSCF-I-13: Adopt and implement a 10-year Parks	implemented this action.  The City has not yet
	and Recreation Master Plan to be reviewed biennially and updated quadrennially.	implemented this action.
SCHOOLS		
Objective  Policy PSCF-G-2: Provide superior educational	PSCF-I-14: Develop partnerships with the Lemoore Union Elementary School District, Lemoore Union High School District, private schools, community organizations, and West Hills College to facilitate planning for new school sites and facilities and infrastructure improvements which are compatible with City plans.	The City continues to work with the school districts to coordinate planning for new or expanded facilities. The most recent example is the construction of Freedom Elementary School.
opportunities for all members of the community.	PSCF-I-15: Develop partnerships with Lemoore Union Elementary School District and Lemoore Union High School District to optimize the joint use of school facilities for community benefit. School playgrounds and grass fields offer excellent opportunities for use by the City during off-school hours to accommodate City-sponsored athletic clubs and the needs of after-school programs. Other school facilities that could be used by the City include auditoriums or cafeterias to host community meetings. Currently, both the elementary and high school districts have joint-use agreements with the City.	Implementation of this action has been difficult given the increased use of facilities by the districts for their programs.

PARKS, SCHOOLS, AND COMMUNITY FACILITIES		
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COMMUNITY FA	<b>PSCF-I-16:</b> Support establishment of vocational and other training programs to prepare Lemoore's residents for employment, in addition to traditional educational opportunities.	The City continues to support employment training programs, including those offered at West Hills College.
COMMUNITERA	Community Centers	
Objective	PSCF-I-17: Locate new Community Centers in	The new Lemoore Senior's
Policy PSCF-G-3: Provide public and cultural facilities that contribute to Lemoore's	mixed-use Neighborhood Centers, Downtown, or in parks, and offer incentives for developers who set aside land for the development of Community Centers. The incentives could include density bonuses (units, or increases in maximum non-residential floor area) or transfers of development rights from land dedicated for this purpose.	Center is located at Lemoore Golf Course.
positive image, enhance community identity, and meet the civic and social needs of residents.	PSCF-I-18: Support the development of a range of cultural and arts facilities, such as museums, performing art centers and art exhibition spaces throughout the City. The City will promote artistic and cultural activities by: 1) offering incentives to developers who set aside land for the development of cultural facilities, 2) allowing the use of City venues for art exhibitions and cultural performances by non-profit groups, 3) identifying grants and funding sources for arts and cultural projects, and 4) encouraging community participation in art and cultural events.	The City continues to encourage community participation in art and cultural events.
	PSCF-I-19: Work with the Lemoore Branch Library and Kings County to ensure library facilities are adequate to meet current and future needs and to implement supplemental funding programs, if warranted.	Library facilities continue to be adequate.
	PSCF-I-20: Work with health care providers to maintain a full range of health care facilities and services designed to meet regional and community needs.	The City has encouraged the location of health care clinics in the city.
	PSCF-I-21: Facilitate the provision of safe, affordable, and quality elder care facilities, child care services and transitional housing for families who reside or work in Lemoore. The City will work with Kings County, non-profit, and for-profit organizations to provide quality services to children and the elderly, as well as homeless individuals and families in need.	The City continues to work with Kings County to see that these services are being provided.
	<b>PSCF-I-22:</b> Ensure accessibility for disabled persons to all buildings offering public health and social services, consistent with the Americans for Disabilities Act of 1990.	The City approved an ADA Transition Plan in 2013 and continues to implement changes to increase ADA accessibility.
	<b>PSCF-I-23:</b> Make provisions for houses of worship and pre-school facilities in new residential areas on	All assembly uses, including places of worship, are now

PARKS, SCHOOLS, AND COMMUNITY FACILITIES		
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	arterial or collector streets, and simplify the approval process for these uses.	allowed uses in three of its six residential zones and all of its commercial zones.

PUBLIC UTILITIES		
Guiding Policies	Implementing Actions	Status/Comment
WATER SUPPLY		
	Water Supply Management	
Objective  Policy PU-G-1: Maintain and	<b>PU-I-1:</b> Update the City's Urban Water Management Plan every five years and ensure its contents are consistent with the California Water Code and General Plan policies, including prioritization and	The City is currently in the process of updating its current UWMP.
enhance water	identification of funding sources.	
resources to ensure that Lemoore has an adequate, affordable, water supply to sustain	<b>PU-I-2:</b> Provide and maintain a system of water supply distribution facilities capable of meeting existing and future daily and peak demands, including fire flow requirements, in a timely and cost effective manner.	The City adopted a citywide Water Master Plan in 2018 to provide for improvements to the existing system and plan for future extensions to support new development.
the City's quality of life and support existing and future development—	<b>PU-I-3:</b> Monitor the demands on the water system and, as necessary, manage development to mitigate impacts and/or facilitate improvements to the water supply and distribution systems.	The City continually looks for ways to improve its water system.
without jeopardizing water supply for future generations.	<b>PU-I-4:</b> Continue to support the Laguna Irrigation District's ground water recharging (water banking) efforts, in consultation with the State Department of Water Resources and county water management authorities.	The City now participates in developing a Groundwater Sustainability Plan (GSP) for the Mid-Kings River Groundwater Sustainability Area, of which it is a part.
Policy PU-G-2: Conserve water through supply- side efficiencies and water conservation programs.		
Land Use/New Development		
	<b>PU-I-5:</b> Require that necessary water supply infrastructure and storage facilities are in place concurrently with new development, and approve development plans only when a dependable and adequate water supply for the development is assured.	The City continues to apply this policy when evaluating development proposals that are submitted.
	<b>PU-I-6:</b> Require water meters in all new development.	The City continues to apply this policy.

	PUBLIC UTILITIES		
Guiding Policies	Implementing Actions	Status/Comment	
	<ul> <li>PU-I-7: Require all major new development projects with more than 200,000 square feet of floor area overall to have a water management plan, in accordance with State law:         <ul> <li>Large projects will be required to submit planting plans, irrigation plans, schedules, and water use estimates for City approval prior to issuance of building permits;</li> <li>Industrial projects will be required to submit water recycling plans and irrigation plans for proposed landscaping.</li> </ul> </li> </ul>	The City continues to apply this policy when evaluating development proposals that are submitted.	
	<b>PU-I-8:</b> Require water bubblers for street trees, separate from surface irrigation used for turf.	The City now enforces the standards of the Model Water Efficient Landscape Ordinance (MWELO).	
	<b>PU-I-9:</b> Promote the use of evapotranspiration (ET) water systems in irrigating large parks and large landscaped areas.	The City now enforces the standards of the Model Water Efficient Landscape Ordinance (MWELO).	
	<b>PU-I-10:</b> Require that developers of agricultural land to be annexed to the City offer the water rights associated with this land to the City.	The City continues to apply this policy when evaluating development proposals that are submitted. The Lacey Ranch residential project will be providing its agricultural water rights to the City.	
	New Water Sources		
	<ul> <li>PU-I-11: Revise regulations to allow the safe use of reclaimed water ("gray water") by homes and businesses where feasible. Examples of areas where "gray water" might be safely used include:</li> <li>Irrigation of parks and residential yards, and irrigation for farming;</li> <li>Cooling towers and HVAC systems in commercial or industrial buildings; and</li> <li>Water cisterns in flush toilets.</li> </ul>	The City continues to look for ways to implement this action and has done so in the past with irrigation of the Lemoore Golf Course.	
	<b>PU-I-12:</b> Establish and implement a program of cooperative surface water use with local water purveyors and irrigation districts to retain surface water rights and supply following annexation and urban development so as to protect against aquifer overdrafts and water quality degradation.	This will be considered as part of the Mid-Kings River Groundwater Sustainability Plan (GSP).	
	<b>PU-I-13:</b> Promote the continued use of surface water for agriculture to reduce groundwater table reductions.	The City recently received approval to provide water from its sewer treatment plant to nearby agricultural operations that produce non-edible agricultural products.	
	<b>PU-I-14:</b> Drill additional wells within the City when other water supply alternatives are not feasible and	The City has several wells a few miles north of the city by the	

PUBLIC UTILITIES		
Guiding Policies	Implementing Actions	Status/Comment
	demand warrants their development. This policy is consistent with the 2005 Urban Water Management Plan.	Kings River. That existed prior to the adoption of the General Plan. All new wells will be drilled in the city.
	Wastewater Treatment Systems	
Objective:	PU-I-15: Maintain existing levels of wastewater	The City adopted a new
Policy PU-G-3: Ensure that adequate wastewater	service by expanding treatment plant and disposal facilities as required by growth and by the Regional Water Quality Control Board.  PU-I-16: Update the Wastewater Master Plan by 2010 and construct planned facilities to serve	Wastewater Master Plan in 2018 to implement this action.  The City adopted a new Wastewater Master Plan in
collection, treatment, and disposal facilities are provided in a timely fashion to serve existing and future needs of the City.	development under this General Plan.  PU-I-17: Establish impact fees and sewer rates adequate to finance required wastewater treatment and disposal facilities upgrades or replacements.	The City updated its impact fees in 2019 and will update them again in 2023.
	Solid Waste Management And Recycling	
Objective:  Policy PU-G-4:	PU-I-18: Adopt standards and screening criteria for refuse collection and recycling areas in commercial, industrial, and multi-family residential buildings.  PU-I-19: Continue to require property owners to	The City updated its development standards in 2019, including for solid waste bin enclosures.  This requirement was added to
Manage solid waste such that City needs are met,	provide recycling containers in refuse collection areas that are within buildings or screened so as not to be visible from public streets and residential neighborhoods.	the Zoning Ordinance in 2012.
opportunities for waste reduction and recycling are	<b>PU-I-20:</b> Reduce waste production by using post-consumer recycled paper and other recycled materials in all City operations.	The City implements this action when feasible.
maximized, and the best possible service is provided to the citizens and businesses of Lemoore.	<b>PU-I-21:</b> Implement programs to reduce waste at home and in businesses through public education efforts that use many different forms of communication.	The City has increasingly implemented programs over the years to reduce waste and provides educational information on its website.
	<b>PU-I-22:</b> Amend local ordinances to further support KWRA requirements for proper handling and storage of solid waste and recyclables and diversion of solid waste from landfills.	The City updated its Garbage and Waste Ordinance in 2011 and added a Mandatory Organic Waste Disposal Reduction Ordinance in 2021.
	PU-I-23: Explore ways to provide financial incentives for recycling by reducing the cost for recycling and increasing the cost for garbage disposal.	The City has not implemented this action.
	PU-I-24: Actively promote reuse by supporting existing and future swap meets, flea markets and consignment/second-hand shops and providing information on donation pick-up or drop off	The City has not implemented this action.

PUBLIC UTILITIES		
Guiding Policies	Implementing Actions	Status/Comment
	locations, as well as other waste reduction programs, on the City website.	
	<b>PU-I-25:</b> Help the College and local schools to recycle by including them in curbside recycling programs and by encouraging them to teach about recycling and waste reduction.	The schools are included in the City's recycling programs.

CONSERVATION AND OPEN SPACE		
Guiding Policies	Implementing Actions	Status/Comment
OPEN SPACE		
Objective  Policy COS-G-1:	<b>COS-I-1:</b> Protect lands designated for Agricultural/Rural/Conservation uses with appropriate zoning consistent with the General Plan.	The City has an Agricultural zone in its Zoning Ordinance that basically prohibits all
Acquire, preserve, and maintain open space and natural resources for future generations.	COS-I-2: Identify a secure funding mechanism for the purchase of conservation easements to support farmland preservation and a green space buffer on County land surrounding the Lemoore Planning Area, with particular emphasis on land east of the City.	forms of urban development.  The City has not implemented this action.
Policy COS-G-2: Use the open space system to meet multiple needs, including	COS-I-3: Work with the County to evaluate the need for and feasibility of creating a County Farmland Trust or Open Space District to negotiate open space transactions, hold easements, pursue local open space and farmland preservation policies.	The City has not implemented this action.
bike and trail linkages, storm water drainage and treatment, wildlife habitat, active and passive recreation, and greenbelt buffer to define the boundaries of the City.	COS-I-4: Promote use of native vegetation, drought tolerant plants, recycled water irrigation and other water-saving devices in City open spaces for ease of maintenance and environmental sustainability.	The City now enforces the standards of the Model Water Efficient Landscape Ordinance (MWELO).
Policy COS-G-3: Design open spaces as sustainable systems with drought-tolerant plant materials.		
	AND LAND RESOURCES	
Objective:	<b>COS-I-5:</b> Adopt soil conservation measures to reduce erosion caused by landscaping, construction	The City enforces requirements for developments to have

CONSERVATION AND OPEN SPACE		
Guiding Policies	Implementing Actions	Status/Comment
Policy COS-G-4: Reduce erosion to	of new roadways and paths, building construction, and off-road vehicles.  COS-I-6: Require erosion and sedimentation plans	Stormwater Pollution Protection Plans. The City enforces requirements
protect significant mineral resources, soil	for new development activities.	for developments to have Stormwater Pollution Protection Plans.
fertility and water quality simultaneously.	<b>COS-I-7:</b> Work with Kings County to preserve Statedesignated Prime Farmland, retain agricultural use designations and encourage the continuation of farming activities outside the City.	The City enforces the Williamson Act contracts made by the County when applicable. Since the General Plan was
Policy COS-G-5: Preserve Prime Farmland not needed to accommodate urban area		updated in 2008, land not in the city limits in 2008 has yet to be developed for urban uses. The Lacey Ranch development will be the first when it starts actual development.
growth.	<b>COS-I-8:</b> Require developers to prepare detailed stormwater run-off analyses and mitigation plans for any new development adjoining existing Prime Farmland, grassland, or wetlands.	The City enforces requirements for developments to have Stormwater Pollution Protection Plans.
	COS-I-9: Require developers to inform subsequent buyers of potential continued agricultural production and the lawful use of agricultural chemicals, including pesticides and fertilizers adjacent to the new development site.	The City requires that noise and odor easements be recorded with new subdivisions of land. It is also customary practice to disclose the existence of agricultural operations in Kings County
		with every real estate transaction.
BIOLOGICAL RES		m cu
Objective:	<b>COS-I-10:</b> Require protection of sensitive habitat areas and "special status" species in new development in the following order: 1) avoidance;	The City requires that biological assessment reports be prepared for vacant sites
Policy COS-G-6: Protect wetlands	2) onsite mitigation, and 3) offsite mitigation. Require assessments of biological resources prior	that might have sensitive habitats and administers
as necessary components to the regional	to approval of any development within 300 feet of any creeks, sensitive habitat areas, or areas of potential sensitive status species.	mitigation measures for biological resources through its CEQA documents.
ecological system and as vital and unique habitats.	<b>COS-I-11:</b> Periodically monitor existing and future stormwater drainage system pre-treatment and flows entering wetlands.	This is one of the responsibilities of the Public Works Department.
Policy COS-G-7: Protect rare and endangered	COS-I-12: Require drainage basin buffers, maintenance of adequate water supply and reduced disturbance of the water table and wetlands systems.	In 2016, the City removed the Residential zoning designation from land near a wetland on the west side of the city and
species.		supported the property owner in putting the land into an open space protection trust.

CONSERVATION AND OPEN SPACE		
Guiding Policies	Implementing Actions	Status/Comment
	COS-I-13: Establish a "no net loss" standard for sensitive habitat acreage, including wetlands and vernal pools potentially affected by development.	The City implements this action through the CEQA process.
	COS-I-14: Consult with trustee agencies (California Department of Fish and Game, U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, Environmental Protection Agency, and Regional Water Quality Control Board) during environmental review when special status species, sensitive natural communities, or wetlands or vernal pools may be adversely affected.	The City implements this action through the CEQA process.
	<b>COS-I-15:</b> Prohibit the use of invasive plant species, such as Pampas grass, adjacent to wetlands and other sensitive habitat, where such landscaping could adversely impact wildlife habitat.	There has been no development or plantings since this action was adopted.
WATER RESOUR		
Objective:  Policy COS-G-8: Preserve and	<b>COS-I-16:</b> Develop programs to monitor the quality of local groundwater and runoff that discharges directly into waterways to prevent pollution, in conjunction with federal, State, local agencies, and the private sector.	The City enforces requirements for developments to have Stormwater Pollution Protection Plans.
improve the quality of the groundwater supply.	<b>COS-I-17:</b> Protect groundwater recharge areas by carefully regulating the type of development within and adjacent to these areas.	The City continues to apply this policy when evaluating development proposals that are submitted.
Policy COS-G-9: Manage storm drainage to protect agricultural areas, habitats, and the	COS-I-18: Update, monitor and implement the City's Storm Drainage Master Plan. As part of the Master Plan, the City will update storm drain maps to identify locations where easements should be reserved for the eventual installation of pipes and structures to ensure appropriate system management.	The City updated its Storm Drainage Master Plan in 2018.
ground water supply.  Policy COS-G-10: Conserve water	COS-I-19: Establish and implement a storm drainage fee in conjunction with the recreation impact fee to acquire and develop combined pond basin/park sites and/or other drainage facilities to mitigate growth impacts.	This is now part of the City's development impact fees.
through system- wide efficiencies, techniques, and community programs.	COS-I-20: Require temporary on-site storm drainage basin in subdivisions and other development proposals, if needed, until storm drainage plans for that area are completed and formal connections are implemented. Design should take into consideration the properties of soils on the site.	The City continues to apply this policy when evaluating development proposals that are submitted.
	COS-I-21: Require developers to construct and maintain permanent water control facilities (storm water basins or retention ponds) for new development in the Westside and other areas	The City continues to apply this policy when evaluating development proposals that are submitted.

CONSERVATION AND OPEN SPACE		
Guiding Policies	Implementing Actions	Status/Comment
	deemed necessary by the City Engineer, to control storm water and protect areas from flooding.	
	<b>COS-I-22:</b> Require on-site storm drainage to drain away from the streets in areas with no curbs and gutters.	The City continues to apply this policy when evaluating development proposals that are submitted.
	<b>COS-I-23:</b> Continue to prohibit septic tanks and drain fields to prevent pollution of subsurface water resources.	The City continues to apply this policy when evaluating development proposals that are submitted.
	<b>COS-I-24:</b> Control use of potential water contaminants through inventorying hazardous materials used in City operations, listing possible changes that can be made, educating City employees, and designing and implementing a replacement/reduction program.	This is one of the responsibilities of the Public Works Department.
	COS-I-25: Reduce the use of pesticides, insecticides, herbicides, or other toxic chemical substances by households and farmers by providing education and incentives for Integrated Pest Management (IPM) practices.	The City has not implemented this action.
	<b>COS-I-26:</b> Establish water conservation guidelines and standards for new development and for municipal buildings and facilities.	The City enforces the standards of the Model Water Efficient Landscape Ordinance (MWELO).
	COS-I-27: Become a signatory to the California Urban Water Conservation Council and implement all Demand Management Measures as soon as they become feasible.	The City has not implemented this action.
	<b>COS-I-28:</b> Develop a schedule for the retrofitting of existing public buildings with water conservation features, and budget accordingly.	The City has not implemented a schedule but has made several retrofits since this action was adopted.
	COS-I-29: Annually check for leaks throughout the City's main water supply and distribution system, and initiate repairs when necessary to reduce water waste.	This is one of the responsibilities of the Public Works Department.
	<b>COS-I-30:</b> Consider establishing rebate and/or incentive programs for the replacement of leaking, aging and/or inefficient plumbing with more efficient, water saving plumbing and for the use of water efficient landscaping.	The City has not implemented this action.
	<b>COS-I-31:</b> Educate the general public about the importance of water conservation, water recycling and groundwater recharge.	The City has water conservation and recycling information for the public on its website, including information about restricted watering days.

CONSERVATION AND OPEN SPACE		
Guiding Policies	Implementing Actions	Status/Comment
CULTURAL RESC	DURCES	
Objective:  Policy COS-G-11:	COS-I-32: Establish an inventory of historical buildings in Lemoore, including schools, churches, commercial buildings, public buildings, and residential buildings.	The City has not implemented this action.
Identify and preserve the archaeological	COS-I-33: Require that new development analyze and avoid potential impacts to archaeological, paleontological, and historic resources.	The City implements this action through the CEQA process.
and historic resources that are found within the Lemoore Planning Area.	COS-I-34: If, prior to grading or construction activity, an area is determined to be sensitive for paleontological resources, retain a qualified paleontologist to recommend appropriate actions. Appropriate action may include avoidance, preservation in place, excavation, documentation, and/or data recovery, and shall always include preparation of a written report documenting the find and describing steps taken to evaluate and protect significant resources.	This is standard practice and a mitigation measure in CEQA documents.
	COS-I-35: Provide technical assistance with the registration of historic sites, buildings, and structures in the National Register of Historic Places, and inclusion in the California Inventory of Historic Resources.	The City has not had an opportunity to provide such technical assistance.
	COS-I-36: Adopt a Landmarks and Historic Preservation District Overlay Zone or Ordinance to preserve all City-, State-, and federally-designated historic sites and structures to the maximum extent feasible.	The City has not implemented this action.
	COS-I-37: Establish an interim design review process for proposed demolitions and exterior alterations and additions to non-residential buildings that are more than 75 years old. The Planning Commission will be the review authority, with their decisions subject to appeal to the City Council.	This is a requirement in City's Zoning Ordinance.
AIR QUALITY		
Objective:	<b>COS-I-38:</b> Compile and update an inventory of greenhouse gas emissions from City operations and track related solid waste, energy, economic, and environmental data.	The City has not implemented this action.
Policy COS-G-12: Make air quality a priority in land use planning by implementing emissions	COS-I-39: Support State efforts to reduce greenhouse gases and emissions through local action that will reduce motor vehicle use, support alternative forms of transportation, require energy conservation in new construction, and energy management in public buildings.	The City complies with State laws regarding greenhouse gas reduction. In 2023, the City will adopt VMT Guidelines for CEQA document preparation.
reduction efforts targeting mobile sources,	<b>COS-I-40:</b> Prepare a Greenhouse Gas Emissions Reduction Plan, focusing on feasible actions the City can take to minimize the adverse impacts of	The City participated in a Countywide Reduction Plan effort in 2016.

CONSERVATION AND OPEN SPACE		
Guiding Policies	Implementing Actions	Status/Comment
stationary sources, and construction- related sources.  Policy COS-G-13: Minimize exposure to toxic air pollutant emissions and noxious odors from industrial, manufacturing and processing facilities.  Policy COS-G-14: Utilize diverse and creative mitigation	Plan implementation on climate change and air quality.  COS-I-41: Amend the Zoning Ordinance to prohibit locating new "sensitive receptor" uses—hospitals, residential care facilities and child care facilities—within:  • 500 feet of a freeway, urban roads carrying 100,000 vehicles per day, or rural roads carrying 50,000 vehicles per day.  • 1,000 feet of a distribution center (that accommodates more than 100 trucks a day, more than 40 trucks with operating transport refrigeration units (TRUs) a day, or where TRU operation exceeds 300 hours per week).  • 300 feet of any dry cleaning operation that uses toxic chemicals. For operations with two or more machines, provide 500 feet. For operations with three or more machines, consult your local air district.  • 300 feet of a large gas station (defined as a	These development standards were added to the Zoning Ordinance in 2012.
approaches to manage remaining levels of air pollution that cannot be reduced or avoided.	facility with a throughput of 3.6 million gallons or more per year).  COS-I-42: Conforming to the SJVAPCD Fugitive Dust Rule, require developers to use best management practices (BMPs) to reduce particulate emission as a condition of approval for subdivision maps, site plans and all grading permits.  COS-I-43: Enact a wood-burning ordinance compliant with District Rule 4901 that:  Regulates the installation of EPA-certified wood heaters or approved wood-burning appliances in new developments or	The City continues to apply this policy for developments.  The City has not implemented this action.
	replacements;  Lists permitted and prohibited fuels; and  Describes a "No Burn" policy on days when the air quality is poor.  COS-I-44: Seek grant funding for a "change-out" program to help homeowners replace old word-burning fireplaces with EPA-certified wood-burning appliances.  COS-I-45: Utilize more plants and trees in public area landscaping, focusing on those that are documented as more efficient pollutant absorbers.  COS-I-46: Establish a Clean Air Awards Program to acknowledge outstanding effort and to educate the public about the linkages between land use, transportation, and air quality.  COS-I-47: Coordinate air quality planning efforts and CEQA review of discretionary projects with	The City has not implemented this action.  The City has not implemented this action.  The City has not implemented this action.  The City implements this action through the CEQA process.

CONSERVATION AND OPEN SPACE		
Guiding Policies	Implementing Actions	Status/Comment
	potential for causing adverse air quality impacts with other local, regional, and State agencies.	
	COS-I-48: Educate employees and department managers about sustainability with a focus on specific operational changes that can be made to reduce greenhouse gas emissions, such as fuel efficient driving and reducing energy use at work.	The City has not implemented this action.
	<b>COS-I-49:</b> Require tenants of all new development within one mile of industrial land uses to record odor easements attesting to the presence of nearby industry and acknowledging the right of said industry to emit odors that are not a threat to human health.	This was added to the Zoning Ordinance in 2012.

SAFETY AND NOISE		
Guiding Policies	Implementing Actions	Status/Comment
SEISMIC AND GE	EOLOGIC HAZARDS	
Objective:  Policy SN-G-1:	<b>SN-I-1:</b> Review proposed development sites at the earliest stage of the planning process to locate any potential geologic or seismic hazard.	The City continues to apply this policy when evaluating development proposals that are submitted.
Minimize risks of property damage and personal injury posed by seismic hazards, soil hazards, and erosion.	SN-I-2: Maintain and enforce appropriate building standards and codes to avoid or reduce risks associated with geologic constraints and to ensure that all new construction is designed to meet current safety regulations.  SN-I-3: Facilitate stricter safety provisions for important or critical-use structures (such as hospitals, schools, fire, police, and public assembly facilities; substations and utilities) through input during site selection and a comprehensive geotechnical investigation.	The City enforces the current version of the Uniform Building Code. Building plans are reviewed for compliance by an outside consultant.  There has not been an opportunity to implement this action since it was adopted.
	<b>SN-I-4:</b> Require mitigation for structural alterations on load-bearing and un-reinforced masonry buildings to ensure structural safety.	The City enforces the current version of the Uniform Building Code. Building plans are reviewed for compliance by an outside consultant.
	<b>SN-I-5:</b> Require utilities be designed to withstand probable seismic forces to be encountered in Lemoore.	The City's development standards incorporate this.
	<b>SN-I-6:</b> Control erosion of graded areas with vegetation or other acceptable methods.	This has been incorporated into the City's Zoning Ordinance.
	<b>SN-I-7:</b> Establish location standards and inspection requirements for above-ground storage tanks to minimize potential risks to life and property.	The Zoning Ordinance only allows above-ground storage tanks in its Industrial zones.

SAFETY AND NOISE		
Guiding Policies	Implementing Actions	Status/Comment
FLOOD CONTRO	L	
Objective:  Policy SN-G-2:	<b>SN-I-8:</b> Require all new development within a flood zone to comply with the City's Flood Damage Prevention Ordinance.	The City continues to apply this policy when evaluating development proposals that are submitted.
Protect the community from risks to lives and property posed by flooding and	<b>SN-I-9:</b> Identify and remedy deficiencies in the existing storm drainage infrastructure in partnership with regional and federal agencies.	The City updated its Storm Drainage Master Plan in 2018. It includes sections that analyzed existing deficiencies and recommended solutions.
stormwater runoff.	<b>SN-I-10:</b> Require new development to prepare hydrologic studies and implement appropriate mitigation measures to minimize surface water run-off and reduce the risk of flooding.	The City implements this action through the CEQA process.
	<b>SN-I-11:</b> Require developers to provide for the ongoing maintenance of detention basins.	This is required where the property owner owns the basin. The City requires industrial sites over one acre in size to retain their own stormwater on site.
	SN-I-12: Ensure City staff and its Emergency Response Services receive early warning of a catastrophic failure of Pine Flat Dam, and are trained to respond to this emergency and receive formal training in an Emergency Operation Center.	The City continues to implement this program.
WILDLAND FIRE		
Objective:	<b>SN-I-13:</b> Ensure Fire Department personnel are trained in wildfire prevention, response, and evacuation procedures.	The City continues to implement this program.
Policy SN-G-3: Protect Lemoore's residents and businesses from	<b>SN-I-14:</b> Continue the City's Weed Abatement Program administered by the Volunteer Fire Department to reduce fire hazards before the fire season.	The City continues to implement this program.
potential wildfire hazards.	<b>SN-I-15:</b> Enforce the Uniform Fire Code through the approval of construction plans and final occupancy permits.	The City continues to implement the UFC.
	SN-I-16: Utilize existing or new public awareness programs through the Volunteer Fire Department to highlight the dangers of open burning and how home owners can protect their properties from wildfires.	The City has Fire Safety Education pages on its website.
	<b>SN-I-17:</b> Update news media and City residents on current wildfire threat levels during drought periods.	The City continues to implement this program.
HAZARDOUS MATERIALS		
Objective:	<b>SN-I-18:</b> Prohibit locating of businesses or expansion of businesses meeting federal	The City continues to apply this policy when evaluating

SAFETY AND NOISE		
Guiding Policies	Implementing Actions	Status/Comment
Policy SN-G-4: Protect Lemoore's ecology and	Emergency Planning and Community Right-to- Know Act (EPCRA) reporting requirements within a quarter mile of schools, hospitals, and residential neighborhoods.	development proposals that are submitted.
residents from harm resulting from the	<b>SN-I-19:</b> Require remediation and cleanup of sites contaminated with hazardous substances.	The City has not had any hazardous waste sites since the General Plan was adopted.
improper production, use, storage, disposal, or transportation	<b>SN-I-20:</b> Coordinate enforcement of the Hazardous Material Disclosure Program with the Kings County Health Department to identify facilities producing, utilizing, or storing hazardous wastes.	The Community Development Department coordinates with the County as needed.
of hazardous materials.	<b>SN-I-21:</b> Promote the reduction, recycling and safe disposal of household and business hazardous wastes through public education and awareness.	The City promotes this as part of its solid waste disposal program.
SAFETY SERVICE	ES	
Objective:  Policy SN-G-5: Maintain and	<b>SN-I-22:</b> Assess the manpower, facility, and equipment needs of Police and Fire services at least every three years in order to provide all residents with an optimal level of protection.	The City continues to implement this action.
enhance the City's capacity for law enforcement, fire-fighting and emergency response.	<b>SN-I-23:</b> Support public education programs involving crime prevention, fire protection and safety issues.	The City Police Department programs several education programs, including the Police Activities League (PAL), the Volunteers in Policing Program, and the Citizen's Academy.
	<u>Law Enforcement</u>	
	<b>SN-I-24:</b> Develop an additional police station with improved access to parts of Lemoore west of SR-41 and parts south of SR-198, when necessary to maintain performance and response standards.	Not enough development has occurred yet in these areas to warrant an additional police station yet.
	SN-I-25: Maintain mutual aid agreements with Kings County, Naval Air Station Lemoore, neighboring law enforcement agencies and the California Highway Patrol.	The City continues to maintain mutual aid agreements with these agencies.
	SN-I-26: Collaborate, and exchange information with other local, state, and federal agencies and with utility service providers in activities related to terrorism prevention and response.	The City Police Department stays in contact with these agencies as needed.
	Fire-Fighting	ml Cu / V l · · · · · ·
	<b>SN-I-27:</b> Maintain Fire Department performance and response standards at Class 3 ISO rating or better, including building and staffing a new fire station in West Lemoore if necessary.	The City's Volunteer Fire Department currently has a Class 2 ISO rating.
	<b>SN-I-28:</b> Require adequate access for emergency vehicles in all new development, including adequate widths, turning radii, and vertical clearance on new streets.	The City continues to apply this policy when evaluating development proposals that are submitted.
	<b>SN-I-29:</b> Require sprinklers in buildings exceeding 5,000 square feet and all mixed use development to	The California Fire Code now requires all new buildings over

SAFETY AND NOISE		
Guiding Policies	Implementing Actions	Status/Comment
NOISE	protect residential uses from non-residential uses, which typically pose a higher fire risk.  SN-I-30: Maintain mutual aid agreements with Kings County, California Department of Forestry, Naval Air Station Lemoore, and nearby cities for fire and disaster services.  General Noise Policies	3,600 square feet in size to have fire sprinklers.  The City continues to maintain mutual aid agreements with these agencies.
Objective:  Policy SN-G-6: Strive to achieve	SN-I-31: Enact a Noise Control Ordinance with specific noise measurement standards, required noise insulation standards for new residential development exposed to aircraft noise and other noise sources, and enforcement procedures.	A Noise Control Ordinance was added to the City's Zoning Ordinance in 2013.
an acceptable noise environment for present and future residents of Lemoore.	SN-I-32: Use the community noise compatibility standards, shown in Table 8.6, as review criteria for new land uses.  SN-I-33: Consider an increase of five or more dBA to be "significant" if the resulting noise level would exceed that described as "normally acceptable" in	These standards were incorporated into the Noise Control Ordinance.  The City implements this action through the CEQA process.
	Table 8.6.  SN-I-34: Apply performance-based noise standards within zoning classifications likely to encompass sensitive land uses.	These standards were incorporated into the Noise Control Ordinance.
	Residential Development	
Policy SN-G-7: Ensure new development is compatible with	SN-I-35: Require that all new residential development achieve noise level reductions to meet the land use compatibility standards through acoustical design and construction of the building elements.	The City continues to apply this policy when evaluating development proposals that are submitted.
the noise environment.  Policy SN-G-8: Protect especially	SN-I-36: Establish standards for the basic elements of noise reduction design for new dwellings exposed to DNL above 65 dB (anticipated for areas west of SR-41).  SN-I-37: Prohibit construction materials and	These standards were incorporated into the Noise Control Ordinance.  These standards were
sensitive uses from excessive noise, including schools, hospitals,	methods that do not provide enough noise insulation to ensure compliance with compatibility standards.  SN-I-37. Fromot construction materials and methods and methods and standards are supported by the standards.	incorporated into the Noise Control Ordinance.  The City continues to apply this
and senior care facilities.	designs, for sites where the CNEL will exceed 65dBA, include supporting information for City review and approval demonstrating that an acoustical design providing the necessary noise level reduction has been prepared by a Board Certified Acoustical Engineer for each dwelling unit prior to construction.	policy when evaluating development proposals that are submitted.
	<b>SN-I-39:</b> Develop uniform guidelines for acoustical studies based on current professional standards in the Noise Control Ordinance.	Acoustical studies must apply the standards in the Noise Control Ordinance.

SAFETY AND NOISE			
Guiding Policies	Implementing Actions	Status/Comment	
	SN-I-40: Require developers to mitigate the noise impacts of new development on adjacent properties as a condition of permit approval through appropriate means.  SN-I-41: Promote the use of noise attenuation measures to improve the acoustic environment inside residences where existing single-family	The City continues to apply this policy when evaluating development proposals that are submitted.  The City continues to apply this policy when evaluating development proposals that	
	residential development is located on an arterial street.  SN-I-42: Establish criteria for evaluating applications from residents for exceptions to residential noise level requirements for the operation of standby electrical equipment used to meet medical needs.	are submitted.  This issue has not occurred since the General Plan was adopted.	
	<b>SN-I-43:</b> Require new noise sources to use best available control technology (BACT) to minimize noise emissions.	The City has not implemented this action.	
	<b>SN-I-44:</b> Require noise from permanent mechanical equipment to be reduced by sound-proofing materials and sound-deadening installation.	The City continues to apply this policy when evaluating development proposals that are submitted.	
	SN-I-45: Minimize vehicular and stationary noise sources and noise emanating from temporary activities, such as those arising from construction.	The City enforces this standard through its Noise Control Ordinance.	
Policy SN-G-9: Enforce stricter noise abatement measures for development within the high- noise contours from NAS Lemoore.	Aircraft Noise Policies  SN-I-46: Require a noise study and mitigation measures for all new projects that have aircraft noise exposure greater than "normally acceptable" levels. Mitigation measures may include noise insulation, noise disclosure, buyer beware programs, or avigation easements.	The City continues to apply this policy when evaluating development proposals that are submitted.	
	SN-I-47: Coordinate with NAS Lemoore to incorporate their Air Installation Compatible Use Zone (AICUZ) study into future updates to the City Zoning Ordinance and General Plan to the extent consistent with the City's compatibility standards and noise level reduction requirements.	The City adopted the AICUZ into an overlay zone in its Zoning Ordinance in 2012 with additional developer requirements and requirements for recording a noise easement with new developments.	
	<b>SN-I-48:</b> Minimize noise impacts of NAS Lemoore flight operations on noise-sensitive development.	In 2015, the City removed residential development land use designations and zoning west of West Hills College to increase the planned distance between the city and NASL.	

HOUSING			
Guiding Policies	Implementing Actions	Status/Comment	
	IEIGHBORHOOD CONSERVATION		
GOAL 1. Improve and maintain the quality of housing and residential neighborhoods.	<b>Policy 1.1.</b> Promote and improve the quality of residential properties by ensuring compliance with housing and property maintenance standards.	The City has development standards for new residential development that address the building, block, neighborhoods. These were adopted in 2012 and amended in 2014 in the Zoning Ordinance. The City also had zoning codes for	
		maintenance of existing properties and has a code enforcement program run by the City Police Department.	
	<b>Policy 1.2.</b> Assist in the repair, rehabilitation, and improvement of residential structures; demolish and replace structures which are dilapidated and beyond repair.	There were no repair or rehabilitation opportunities in 2022. No structures were determined to be dilapidated.	
	<b>Policy 1.3.</b> Invest in infrastructure and public facilities to ensure that adequate water, sewer, roads, parks, and other needed services are in place to serve existing and future residential developments.	The City invested in a sewer lift station in 2022. The lift station will increase the capacity of an existing sewer trunk line and serves both existing and approved, future residences.	
	<b>Policy 1.4.</b> Preserve assisted rental housing for long-term occupancy by low- and moderate-income households.	The City continues to support long-term low- and moderate-income housing, such as Cinnamon Villas and Cinnamon Villas II.	
HOUSING PROD	UCTION		
GOAL 2. Facilitate and encourage the provision of a range of housing types and prices to meet the diverse needs of residents.	Policy 2.1. Provide adequate sites for housing through appropriate land use, zoning, and development standards to accommodate the regional housing needs for the current planning period.	The City ensures that adequate land is zoned and planned for housing by doing an analysis with each proposed general plan amendment to ensure the land available for housing is not lost or is increased. The 156-acre Lacey Ranch residential project added to the existing supply beyond the original Housing Element site analysis.	
	<b>Policy 2.2.</b> Work collaboratively with nonprofit and for-profit developers to seek state and federal grants to support the production of affordable housing.	The City began work in 2022 with a developer to obtain a grant for a 108-unit affordable housing project. The grant application will be submitted in April 2023.	
	<b>Policy 2.3.</b> Ensure the adequate provision of water, sewer, roads, public facilities, and other infrastructure necessary to serve new housing.	The City updated its Water Master Plan, Wastewater Master Plan, and Storm Drain	

HOUSING			
Guiding Policies	Implementing Actions	Status/Comment	
		Master Plan in 2018. Each proposed development project is evaluated against the existing capacity prior to approval.	
	Policy 2.4. Support the construction of high quality single- and multi-family housing which is well designed and energy efficient.	The City has development standards for new residential development that address the building, block, neighborhoods. These were adopted in 2012 and amended in 2014 in the Zoning Ordinance. The City also had zoning codes for maintenance of existing properties and has a code enforcement program run by the City Police Department.	
HOUSING CONST	ΓRAINTS		
GOAL 3. Remove or mitigate, to the extent feasible and appropriate, potential governmental constraints to the production, maintenance, improvement, and affordability of housing.	<b>Policy 3.1.</b> Offer regulatory and/or financial incentives, as available and appropriate, to encourage the construction of quality housing.	The City currently has not implemented this policy.	
	<b>Policy 3.2.</b> Periodically review local ordinances and building regulations to ensure that they do not unduly impede housing investment.	The City is undertaking a review of its residential zoning and development standards in its Zoning Ordinance with a plan to adopt changes in 2023 that will encourage additional housing.	
	<b>Policy 3.3.</b> Utilize planned developments and other creative mechanisms to facilitate the construction of more creative, well-designed, housing projects.	Most residential projects in the last 10 years have chosen to utilize the City's PUD process so that they can take advantage of smaller lot sizes and reduced building setbacks, which increase the amount of housing that can be built.	
	<b>Policy 3.4.</b> Ensure that developments are processed efficiently to minimize holding costs and comply with the Permit Streamlining Act.	The City has procedures in place to ensure efficient processing of proposed housing projects. Typical approvals times have ranged from three to six months from receipt of a complete application.	
HOUSING ASSIST			
GOAL 4. Provide housing assistance to	<b>Policy 4.1.</b> Support the provision of rental assistance to provide affordable housing options for extremely-low-, very-low- and low-income households.	The City continues to support use of this policy.	
extremely-low-, very-low-, low-, and moderate-	Policy 4.2. Participate in efforts to expand homeownership opportunities to lower- and moderate-income households through	The City did not have an opportunity to offer	

HOUSING				
Guiding Policies	Implementing Actions	Status/Comment		
income households and those with special housing needs.	downpayment assistance and other homeownership programs.  Policy 4.3. Support the provision of housing suitable for special needs groups, including seniors, people with disabilities, homeless people, military personnel, large households, single-parent families, and farmworkers.	downpayment assistance in 2022.  The City Zoning Ordinance was amended to 2012 and in 2014 to ensure that these special needs groups could locate their housing in the same zones that traditional housing is allowed.		
	Policy 4.4. Develop and maintain collaborative efforts among nonprofits, for-profit developers, and public agencies to encourage the development, maintenance, and improvement of housing.	The City began working with a developer to sell them a Cityowned site for construction of a 108-unit affordable housing project in 2022. The City found the developer by using the provisions of the Surplus Land Act. The project was approved in late 2022 and escrow is expected to close in 2023.		
FAIR AND EQUAL HOUSING OPPORTUNITIES				
GOAL 5. Further equal	<b>Policy 5.1.</b> Support enforcement of fair housing laws prohibiting arbitrary discrimination in the development, financing, rental, or sale of housing.	The City continues to support this policy.		
housing opportunities for persons, regardless of status.	Policy 5.2. Periodically review City ordinances and development regulations and modify, as necessary, to accommodate housing for disabled persons.	The City is undertaking a review of its residential zoning and development standards in its Zoning Ordinance with a plan to adopt changes in 2023 that will encourage additional housing. The City also has a chapter in its Zoning Ordinance to provide relief from development regulations for disabled persons through the Reasonable Accommodation process.		



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

## **Staff Report**

Item No: 5-3

Lemoore City Council					
Marisa Avalos, City Clerk / Executive Assistant					
March 22, 2023	Meeting Date: April 4, 2023				
Appointment of City Council Applicant for District B					
Strategic Initiative:					
e & Vibrant Community	☐ Growing & Dynamic Economy				
ally Sound Government	□ Operational Excellence				
nmunity & Neighborhood Livability	☐ Not Applicable				
eally Sound Government					
	Marisa Avalos, City Clerk / Execut March 22, 2023 Appointment of City Council Appli Initiative:  & Vibrant Community ally Sound Government				

## **Proposed Motion:**

Approve appointment to City Council District B.

## **Subject/Discussion:**

One City Council Member vacancy in District B occurred on February 13, 2023. The vacancy was posted at City Hall, the City website, the City Facebook page, the City Instagram application and the NextDoor application. Applications were received from the following: (applications are listed in alphabetical order)

## **District B**

David Brown Edward Martin John Garza Parrish Cope

The City Council held a Study Session during the April 4, 2023 meeting. Each applicant provided a 10 minute presentation to the Council.

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

\$300 per month per City Council Member. This amount is already projected within the approved Fiscal Year 2022-2023 budget.

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

## Pros:

• Fills the vacancy on Lemoore City Council.

### Cons:

• The City is unable to hold a special election.

## **Commission/Board Recommendation:**

Not Applicable.

## **Staff Recommendation:**

City Council appointment of candidate to City Council for District B.

Attachments:	Review:	Date:
☐ Resolution:		03/29/2023
☐ Ordinance:	□ City Attorney	03/31/2023
☐ Map	□ City Clerk	03/30/2023
☐ Contract	☐ City Manager	
Other	⊠ Finance	03/28/2023
List: Applications		

List: Applications



City of

LEMOORE

CALIFORNIA

CITY CITY OF 11 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003

Office of the City Manager

# PPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name Dave Brown	
Address	Telephone#_n/a
E-mail address	Cell#
Business Name n/a	
Business Address n/a	
Position Held n/a	Business Phone # n/a
How long have you resided in Lemoore 21 years	Are you a registered voter Yes
Would you be available for meetings in the daytim	e evenings obth
Please indicate the Commission or Advisory Committee	for which you wish to apply:
City Council Planning Commission	Parks & Recreation Commission
District Downtown Merchants Ad	visory Committee
MAN A S OF S SUBSTITUTE 122	(2)

What are your principle areas of interest in our City government:

Economic Development, Public Safety, Budget/Fiscal Responsibility, Drinking Water Quality, City Infrastructure Quality to include Utility Infrastructure Quality-City owned and non city owned. Strategic Planning, Community Planning, Communications Infrastructure, Education, City Services. Maintain good working relationships with government and non government entities both internal and external to our city.

List education, training or special knowledge which might be relevant to this appointment:

Applied Sciences Community College of the Air Force, Airport Management Hawthorne College NH. Management, Attended three CA League of Cities Educational Conferences. Received training in Communications, Leadership, Transportation Road Design, Construction/Mechanical Utility Design Planning and Estimating. Facility Operations Management, Aviation Safety, Airport Management, Real Property Management, Community Planning, Real Estate Agreements and Easements, Mutual Aid Agreements. Municipal Infrastructure Operations and Maintenance.

# Public Service Appointment Application Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

Retired USAF Aircraft Mechanic, Utilities Civil Engineering Tech. Retired US Navy Mechanical Engineer Tech Planner Estimator and Real Property Officer NAS Lemoore. Planning Commissioner Lemoore, Councilmember Lemoore, Boards and Commissions as Councilmember, KCAO, KCCOA, Kings EDC, KCAPTA, Kings Vehicle Abatement Committee, San Joaquin Valley Air Quality Control Board Special Selection Committee, South Fork Kings Sustainable Ground Water Management Act JPA Board.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

Planning Commissioner Lemoore 2012-2014, Prior Councilmember Lemoore 2016-2020, Boards and Commissions as Councilmember 2016-2020, KCCOA, Kings EDC, Kings County Area Public Transit Agency, Kings Vehicle Abatement Committee, San Joaquin Valley Air Quality Control Board Special Selection Committee, South Fork Kings Sustainable Ground Water Management Act JPA Board. City of Lemoore APRA Ad Hoc Committee Member- 2022

REMARKS: Please indicate any further information that will be of value regarding your appointment.

My experience as a Planning Commissioner, Councilmember, active member on boards and commissions as a Councilmember, my past work and civic experience has provided me with the tools to start work immediately. I am ready to represent District B and the citizens of Lemoore. I believe I understand our current councils' strategic goals and objectives and will be able to contribute to this for its success. I understand the workings of every department in our city, the relationships between our city and business, industry, agriculture, education, NAS Lemoore, West Hills College, County, State and our neighboring communities. I am ready to serve and represent our city in a respectable, honorable fashion. To be part of this team and to better our community.

Name Dave Brown	Date	161	MAR	202	3
(Please print)					
Signature	-				



# APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name Ed Martin	
Address	Telephone#
E-mail address	Cell#
Business Name The Leader	
Business Address 991 Freedom Dr. Lei	moore, CA 93245
Position Held Publisher	Business Phone # 559-410-2411
How long have you resided in Lemoore 42 years	Are you a registered voter <b>Yes</b>
Would you be available for meetings in the daytim	ne evenings both
Please indicate the Commission or Advisory Committee	for which you wish to apply:
✓ City Council Planning Commission	Parks & Recreation Commission
District Downtown Merchants Ad	visory Committee
What are your principle areas of interest in our City gove	ernment:
I previously served on the Lemoore City Council	

I previously served on the Lemoore City Council from 1990 thru 2008 and served four terms as the city's mayor. I opted not to run for re-election in 2008. As councilmember and mayor I consistently advocated for affordable housing, expansion and reliability of our water system, expansion of our parklands, good roads, a reliable and competent police department, a growing Volunteer Fire Department, a vibrant recreation department, and of course the construction of West Hills College Lemoore.

List education, training or special knowledge which might be relevant to this appointment:

I have a bachelor's degree from Cal Poly, SLO, a Calif. teaching credential, and a Masters Degree in Education from Fresno State. I also served as an administrator at Lemoore High School.

# Public Service Appointment Application Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

I arrived in Lemoore as a newspaper editor, transitioned to education as a teacher and admin at Lemoore High School where I worked for 28 years. I was a two-time president of the Lemoore Rotary Club and enjoyed my membership in the Lemoore Oddfellows.I was a Lemoore Chamber Board Member in 1990 before running for city council. I was a founding member of Lemoore Christian Aid and for several years announced Lemoore High sporting events. In 2001 I was named the Lemoore Chamber of Commerce Citizen of the Year.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

As a councilmember I served on numerous boards and commissions including KCAG and the Cross Valley Rail Committee that connected Lemoore with Visalia via train. I also served as President of the South San Joaquin Valley League of California Cities. I was also a founding member of the Lemoore Recreation Commission and its first chair.

REMARKS: Please indicate any further information that will be of value regarding your appointment.

I was always an honest and committed councilmember and mayor, and I felt that I understood the needs and requirements of all of Lemoore's citizens, and I did my best to keep in mind their needs, and their rights, when it came to city services and the needs of the community.

Name E	d Martin	
	(Diagon print)	 
Signature		
Oignatare		· · · · · · · · · · · · · · · · · · ·

<sub>Date</sub> March 10, 2023



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003
Office of the City Manager

# APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Johnn Garza

Name JOHIII Garza
AddressTelephone#
E-mail address Cell #
Business Name Coalinga-Huron Unified School District
Business Address 516 Baker Street
Position Held Assistant Superintendent of Educational Services  Business Phone # 559-935-7511
How long have you resided in Lemoore 16 yrs Are you a registered voter Yes
Would you be available for meetings in the daytime evenings both
Please indicate the Commission or Advisory Committee for which you wish to apply:
City Council Planning Commission Parks & Recreation Commission
District B Downtown Merchants Advisory Committee
What are your principle areas of interest in our City government:

City government plays a crucial role in public safety, education, infrastructure to name a few. Public safety roles include police and fire services, emergency management, and disaster preparedness. City government also is responsible for maintaining & improving the infrastructure, including roads, public transportation, and utilities. In education, City officials fund and oversee public schools to ensure children have access to quality education.

List education, training or special knowledge which might be relevant to this appointment:

As the district liaison for our Local Control and Accountability Plan, I am familiar with presenting to and engaging community members. I am transparent with my goals and actions. In the plan there is a budget for spending and plan summary. I present the budget overview for parents in the community.

# Public Service Appointment Application Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

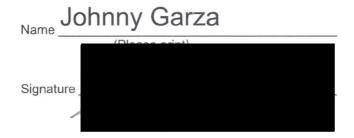
I am currently serving as an Assistant Superintendent of Educational Services for The Coalinga-Huron School District. This employment is relevant because it consist of working with the community and to be transparent with the educational partners. I will use this to serve the community of Lemoore. Transparency and communication is key to any development. I volunteered many years ago for the community baseball league as a coach and enjoyed every minute of it. This is when I decided that I wanted to move to the city of Lemoore.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

I am not a member of a government board but I do serve on The Coalinga-Huron Unified School District Board of Trustees as a district member. I present to the board any educational services contracts for approval. I present updates on state data for our schools to the board and community members. I am the writer of the Local Control and Accountability Plan for our district.

REMARKS: Please indicate any further information that will be of value regarding your appointment.

If selected, I intend to represent the interests of our community. It is important to have a good understanding of the local issues affecting our community and their needs and concerns. I pride myself on having great communication skills. I am a firm believer in effective communication and I have the ability to articulate my position on issues, listen to the concerns of the community and work collaboratively with other Council members.



<sub>Date</sub> 3-26-2023



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

Office of the City Manager

# APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name Parrish Cope	
Address	Telephone#
E-mail address	Cell #
Business Name Ground Electronics	
Business Address Building #1 K street, Le	emoore, 93246
Position Held Manager	Business Phone # 559-998-1107
	Are you a registered voter Yes
Would you be available for meetings in the daytim	ne evenings both
Please indicate the Commission or Advisory Committee	for which you wish to apply:
City Council Planning Commission	Parks & Recreation Commission
District Downtown Merchants Ad	visory Committee
What are your principle areas of interest in our City gove	ernment:
As a citizen, I feel it is my duty to play a role in district, but the city as a whole.	the care and development of not only my

List education, training or special knowledge which might be relevant to this appointment:

I have a Bachelors degree in Business and Management. I lead a diverse group of professionals through many challenges in support of this country.

# Public Service Appointment Application Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

I am a manager for the Department of the Navy and have filled leadership or volunteer roles in the Civil Air Patrol; Kings County Sheriff Air Unit and the Boy Scouts of America.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

No.

REMARKS: Please indicate any further information that will be of value regarding your appointment.

It would be my distinct honor to serve this community as we chart a course into the future.

Name Parris	sh Cope	0	Dat	3/29/2023
***				
Signature			=	



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

# **Staff Report**

To:	Lemoore City Council	
From:	Marisa Avalos, City Clerk	
Date:	March 30, 2023	Meeting Date: April 4, 2023
Subject:	Activity Update	
Strategic Initiative:	<ul> <li>□ Safe &amp; Vibrant Community</li> <li>⋈ Fiscally Sound Government</li> <li>□ Community &amp; Neighborhood</li> <li>Livability</li> </ul>	<ul><li>☐ Growing &amp; Dynamic Economy</li><li>☐ Operational Excellence</li><li>☐ Not Applicable</li></ul>

## **Reports**

Warrant Register – FY 22/23
 Warrant Register – FY 22/23
 March 10, 2023
 March 17, 2023

PEI PAGE NUMBER: 1 DATE: 03/10/2023 CITY OF LEMOORE AUDIT11

TIME: 14:34:13 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

FUND - 001 - GENERAL FUND BUDGET UNIT - 4211 - CITY COUNCIL

ACCOUNT DATE T/C ENCU	MBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4360 TRAINING						
9 /23 03/10/23 21	16843	7251 U.S. BAN	K NATION	320.20	.00	AIRFARE ORTH/MATTHEWS
9 /23 03/10/23 21	16843	7251 U.S. BAN		320.20		AIRFARE ORTH/MATTHEWS
9 /23 03/10/23 21	16843	7251 U.S. BAN	K NATION	370.20		AIRFARE ORTH/MATTHEWS
9 /23 03/10/23 21	16843	7251 U.S. BAN	K NATION	370.20		AIRFARE ORTH/MATTHEWS
9 /23 03/10/23 21	16843	7251 U.S. BAN		395.70		AIRFARE ORTH/MATTHEWS
9 /23 03/10/23 21	16843	7251 U.S. BAN		395.70		AIRFARE ORTH/MATTHEWS
9 /23 03/10/23 21	16843	7251 U.S. BAN		445.70		AIRFARE ORTH/MATTHEWS
9 /23 03/10/23 21	16843	7251 U.S. BAN		445.70		AIRFARE ORTH/MATTHEWS
9 /23 03/10/23 21	16843	7251 U.S. BAN		-395.70		AIRFARE REFUND
9 /23 03/10/23 21	16843	7251 U.S. BAN		-395.70		AIRFARE REFUND
9 /23 03/10/23 21 C988	-02 16843	7251 U.S. BAN		550.00		ICSC CONFERENCE REGISTRAT
9 /23 03/10/23 21 C990	-01 16843	7251 U.S. BAN		586.58		HOTEL - WASHINGTON DC - M
9 /23 03/10/23 21 C990	-02 16843	7251 U.S. BAN		586.58		HOTEL - WASHINGTON DC - 0
9 /23 03/10/23 21	16843	7251 U.S. BAN		-370.20		AIRFARE REFUND
9 /23 03/10/23 21	16843	7251 U.S. BAN		-370.20		AIRFARE REFUND
9 /23 03/10/23 21	16843	7251 U.S. BAN		-13.43		BOOKING FEE
9 /23 03/10/23 21	16843	7251 U.S. BAN		13.43		BOOKING FEE
9 /23 03/10/23 21	16843	7251 U.S. BAN		13.43		BOOKING FEE
TOTAL TRAINING			.00	3,268.39	-1,723.16	
TOTAL CITY COUNCIL			.00	3,268.39	-1,723.16	

PAGE NUMBER: 2 PEI DATE: 03/10/2023 CITY OF LEMOORE AUDIT11

TIME: 14:34:13 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BU	IDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/10/23 21 16843 TOTAL OPERATING SUPPLIES	7251 U.S. BANK NATION	.00	23.07 23.07	.00	CM MEETING
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/10/23 21 16843 9 /23 03/10/23 21 11639 -01 16804 9 /23 03/10/23 21 16838 9 /23 03/10/23 21 16843 TOTAL PROFESSIONAL CONTRACT SVC	7251 U.S. BANK NATION 2849 KINGS COUNTY ECO 5352 STERICYCLE, INC. 7251 U.S. BANK NATION	)	299.00 1,666.67 9.00 29.00 2,003.67	-1,666.67 .00	IMAGE LICENSING MONTHLY CONTRIBUTION (20, SHRED SVC 02/23/2023 TEXTING SERVICES
4320 MEETINGS & DUES 9 /23 03/10/23 21 16823 9 /23 03/10/23 21 16843 9 /23 03/10/23 21 16806 TOTAL MEETINGS & DUES	T1356 NATHAN OLSON 7251 U.S. BANK NATION 0288 LEAGUE OF CALIFO		91.00 125.00 283.30 499.30	.00	LOCC TRAINING ICSC MEMBERSHIP RENEW MEMBERSHIP DUES 2023
4340 UTILITIES 9 /23 03/10/23 21 16834 TOTAL UTILITIES	6266 SPARKLETTS	.00	34.96 34.96	.00	WATER DELIVERY SVC
4360 TRAINING 9 /23 03/10/23 21 C988 -01 16843 TOTAL TRAINING	7251 U.S. BANK NATION	.00	550.00 550.00	-550.00 -550.00	ICSC CONFERENCE REGISTRAT
TOTAL CITY MANAGER		.00	3,111.00	-2,216.67	

PAGE NUMBER: 3 PEI AUDIT11

DATE: 03/10/2023 CITY OF LEMOORE TIME: 14:34:13 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4200 DEFERRED COMPENSATION 9 /23 03/10/23 21 16843 TOTAL DEFERRED COMPENSATION	7251 U.S. BANK NATION .00	54.91 54.91	.00 FILING CABINETS
TOTAL CITY CLERK'S OFFICE	.00	54.91	.00

PEI PAGE NUMBER: 4 DATE: 03/10/2023 CITY OF LEMOORE AUDIT11

#### TIME: 14:34:13 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFEREN	ICE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/10/23 21 16797 9 /23 03/10/23 21 C981 -01 16844 9 /23 03/10/23 21 C981 -02 16844 9 /23 03/10/23 21 C981 -03 16844 TOTAL OPERATING SUPPLIES	6405 EINERSON'S PRE 7251 U.S. BANK NATI 7251 U.S. BANK NATI 7251 U.S. BANK NATI	ON ON	162.53 2,978.00 215.90 433.50 3,789.93	.00 BUSINESS CARDS -2,978.00 U SHAPE DESK -215.91 TAX -433.50 SHIPPING -3,627.41
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/10/23 21 11629 -01 16841 9 /23 03/10/23 21 11629 -01 16841 9 /23 03/10/23 21 11629 -01 16841 TOTAL PROFESSIONAL CONTRACT SVC	7278 TYLER TECHNOLO 7278 TYLER TECHNOLO 7278 TYLER TECHNOLO	GI	640.00 640.00 3,840.00 5,120.00	-640.00 APPLICATION SERVICES/ FEE -640.00 APPLICATION SERVICES/ FEE -3,840.00 APPLICATION SERVICES/ FEE -5,120.00
4335 POSTAGE & MAILING 9 /23 03/10/23 21 16843 TOTAL POSTAGE & MAILING	7251 U.S. BANK NATI	ON . 00	48.50 48.50	.00 OVERNIGHT DOCUMENTS
4340 UTILITIES 9 /23 03/10/23 21 16834 TOTAL UTILITIES	6266 SPARKLETTS	.00	42.72 42.72	.00 WATER DELIVERY SVC
TOTAL FINANCE		.00	9,001.15	-8,747.41

PAGE NUMBER: 5 PEI DATE: 03/10/2023 CITY OF LEMOORE AUDIT11

#### TIME: 14:34:13 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/10/23 21 1 TOTAL OPERATING SUPPLIES	.6845	7251 U.S. BANK NATIO	ON .00	145.58 145.58	.00	OFFICE SUPPLIES
4310 PROFESSIONAL CONTRACT 9 /23 03/10/23 21 11795 -01 1 9 /23 03/10/23 21 1 TOTAL PROFESSIONAL CONTRACT	.6812 .6838	7105 LSA ASSOCIATES 5352 STERICYCLE, IN		9,240.67 9.00 9,249.67		CODIFICATION OF VMT/CEQA SHRED SVC 02/23/2023
4320 MEETINGS & DUES 9 /23 03/10/23 21 1 TOTAL MEETINGS & DUES	.6843	7251 U.S. BANK NATIO	ON .00	125.00 125.00	.00	BALEY-ICSC MEMBERSHIP
4340 UTILITIES 9 /23 03/10/23 21 1 TOTAL UTILITIES	.6834	6266 SPARKLETTS	.00	34.96 34.96	.00	WATER DELIVERY SVC
4360 TRAINING 9 /23 03/10/23 21 C987 -01 1 TOTAL TRAINING	.6842	7251 U.S. BANK NATIO	ON .00	550.00 550.00	-550.00 -550.00	ICSC CONFERENCE REGISTRAT
TOTAL PLANNING			.00	10,105.21	-9,790.67	

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T	C/C ENCUMBRAN	C REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /23 03/10/23 2 9 /23 03/10/23 2	1 1 1 1 1 1 1 1 1 11932 -01 1 1 1 1 1	16847 16847 16847 16847 16847 16783 16847 16847 16847 16847 16847 16847 16847 16847 16847 16847	7251 U.S. BANK NA 5866 FASTENAL COM 7251 U.S. BANK NA	ATION	75.02 85.78 122.24 126.17 145.11 155.89 300.29 440.68 5,391.79 20.75 26.10 32.16 33.24 37.27 48.10 61.12 62.36 7,164.07	.00 .00 .00 .00 .00 .00 .00 -5,391.79 .00 .00 .00	ELECTRICAL HAND TOOL LED SAFETY ARROWS SAFETY JACKETS MULTI TOOL SETS 2 SET ROUNDED CONCRET HI-VIS GLOVES 4 - OFFICE CHAIRS SUPPLY STOCK UP TABLES FOR REC CENTER CONCRETE POUR D ST GUTTER SCOOPS CONCRETE MAGNESIUM CEMENT ROUNDED TROWEL 10 GALLON WASTE BASKT CONCRETE HAND TAMPER SAFETY JACKETS SAFETY GLASSES
9 /23 03/10/23 2 9 /23 03/10/23 2 TOTAL PROFESS 4350 REPAIR/ 9 /23 03/10/23 2	1 1 1 1 1 1 1 1 1ONAL CONTRAC	16763 16838 16757 16757 16763 16763 16763 T SVC	2653 ARAMARK UNIF 5352 STERICYCLE, 1259 ADVANCED PES 1259 ADVANCED PES 2653 ARAMARK UNIF 2653 ARAMARK UNIF 2653 ARAMARK UNIF 2653 ARAMARK UNIF 2653 ARAMARK UNIF	INC. ST CO ST CO STORM SORM SORM SORM .00	109.72 3.00 50.00 50.00 57.11 57.11 57.11 441.16	.00 .00 .00 .00 .00 .00	UNIFORM SERVICES SHRED SVC 02/23/2023 19TH & CINNAMON 721 CINNAMON REC KITC UNIFORM SERVICES UNIFORM SERVICES UNIFORM SERVICES UNIFORM SERVICES UNIFORM SERVICES UNIFORM SERVICES
TOTAL MAINTEN	ANCE DIVISION			.00	9,557.37	-7,343.93	

PAGE NUMBER: 7 PEI DATE: 03/10/2023 CITY OF LEMOORE AUDIT11

### EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

TIME: 14:34:13

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

ACCOUNT DATE T/C ENCUME	BRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIE 9 /23 03/10/23 21 11618 9 /23 03/10/23 21 11618 9 /23 03/10/23 21 11618 9 /23 03/10/23 21 12029 9 /23 03/10/23 21 12029 9 /23 03/10/23 21 C1000			IK NATION	72.90 77.19 77.19 77.19 80.71 83.62 88.50 89.63 90.09 124.60 128.59 139.41 145.40 193.03 193.03 224.52 253.36 256.69 268.11 349.58 431.59 12,882.00 933.95 750.00 60.96 569.97 44.10 38.25 -57.89 16.26 18.28 19.27 20.37 23.88 26.59 31.96 32.57 35.12 36.02 36.43 44.87 46.06 63.27 66.37 69.70	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	

PAGE NUMBER: 8 PEI DATE: 03/10/2023 CITY OF LEMOORE AUDIT11

#### TIME: 14:34:13 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRAN	C REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES	(cont'c	1)				
4310 PROFESSIONAL CONTRAC 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 11546 -01 TOTAL PROFESSIONAL CONTRAC	16846 16838 16795 16794	7251 U.S. BANK NA 5352 STERICYCLE, 6825 HEALTHWISE S 5814 CITY OF HANF	INC. SERVI	75.00 298.93 484.27 17,488.01 18,346.21	.00	DETECTIVES 01/19/2023 SERVICE 38 GALLON RMW FY 2022-2023 DISPATCH SER
9 /23 03/10/23 21 C985 -02 9 /23 03/10/23 21 C999 -01	16846 16846	7251 U.S. BANK NA	ATION	92.34 94.38 106.71 109.43 208.28 279.86 498.70 505.26 -505.26 1,463.81 80.75 541.50 17.35 8.78 13.51 20.80 23.57 24.43 33.51 43.43 47.17 49.98 51.59 57.85 3,867.73	.00 .00 .00 .00 .00 .00 .00 -1,463.81 -80.75 -541.50 .00 .00 .00	FOOD FOR APPRECIATION DIN
4330 PRINTING & PUBLICATI 9 /23 03/10/23 21 TOTAL PRINTING & PUBLICATI	16846	7251 U.S. BANK NA	TION .00	278.04 278.04	.00	CITATION ENVELOPES
4335 POSTAGE & MAILING 9 /23 03/10/23 21 TOTAL POSTAGE & MAILING	16846	7251 U.S. BANK NA	TION .00	67.74 67.74	.00	OVERNIGHT SHIPPING PR
4340 UTILITIES 9 /23 03/10/23 21 9 /23 03/10/23 21	16843 16846	7251 U.S. BANK NA 7251 U.S. BANK NA		79.38 84.28		DISPATCH ATA FAX SUB WATER SERVICE

RUN DATE 03/10/2023 TIME 14:34:14

PEI - FUND ACCOUNTING

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENC	UMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340 UTILITIES TOTAL UTILITIES	(cont'	d)	.00	163.66	.00	
4360 TRAINING 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 C983 9 /23 03/10/23 21 C984 9 /23 03/10/23 21 C984 9 /23 03/10/23 21 C996 9 /23 03/10/23 21 C996 9 /23 03/10/23 21 C997 9 /23 03/10/23 21 C998 9 /23 03/10/23 21 C998 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 70TAL TRAINING	16837 16846 16784 16846 -01 16846 -01 16846 -02 16846 -01 16846 -01 16846 -01 16846 -01 16846 -01 16846 16829 16796 16824 16846 16824	7388 STATE HUMAI 7251 U.S. BANK I 0719 FRESNO CIT' 7251 U.S. BANK I	NATION Y COLL NATION SI RNANDEZ TEGA NATION	100.00 317.00 368.00 -2,851.04 1,154.64 1,076.30 158.45 1,076.30 158.45 1,379.20 860.85 758.90 -60.00 28.00 56.00 60.00 61.00 4,758.05	.00 .00 .00 -1,154.64 -1,076.30 -158.45 -1,076.30 -158.45 -1,379.20 -860.85 -758.90 .00 .00	HOTEL HILTON GARDEN INN M
4380 RENTALS & LEAS 9 /23 03/10/23 21 11616 TOTAL RENTALS & LEAS	-01 16781	7311 ENTERPRISE	FM TR	1,823.40 1,823.40	-1,823.40 -1,823.40	FLEET - 2ND YEAR RENTAL T
4825 MACHINERY & EQ 9 /23 03/10/23 21 9 /23 03/10/23 21 TOTAL MACHINERY & EQ	16846 16846 16846 16846 16846 16846	7251 U.S. BANK I 7251 U.S. BANK I	NATION NATION NATION NATION NATION .00	381.36 381.37 434.99 -434.99 53.60 53.60 869.93	.00 .00 .00 .00 .00	DETECTIVE TV TV BRIEFING ROOM TV FOR DETECTIVES REFUND DEFECTIVE TV WALL MOUNT TV DECTECT TV MOUNT BRIEFING ROO
TOTAL POLICE			.00	49,420.93	-43,317.14	

#### CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

TIME: 14:34:13

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUI	DGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES  9 /23 03/10/23 21 16832  9 /23 03/10/23 21 16832  9 /23 03/10/23 21 16832  9 /23 03/10/23 21 16832  9 /23 03/10/23 21 16832  9 /23 03/10/23 21 16809  9 /23 03/10/23 21 12020 -01 16774  9 /23 03/10/23 21 12020 -01 16774  9 /23 03/10/23 21 12020 -01 16774  9 /23 03/10/23 21 16848  9 /23 03/10/23 21 16848  9 /23 03/10/23 21 16848  9 /23 03/10/23 21 16848  9 /23 03/10/23 21 16848  7 07ERATING SUPPLIES	2932 SAVEMART SUPERMA 2932 SAVEMART SUPERMA 2932 SAVEMART SUPERMA 2932 SAVEMART SUPERMA 0313 LEMOORE VOLUNTEE 5725 CENTRAL VALLEY R 5725 CENTRAL VALLEY R 5725 CENTRAL VALLEY R 7251 U.S. BANK NATION 7251 U.S. BANK NATION 2932 SAVEMART SUPERMA 7251 U.S. BANK NATION		77.77 97.19 257.22 342.00 1,088.85 312.16 1,163.95 224.00 18.84 39.67 55.32 67.73 3,744.70	.00 .00 .00 .00 -312.16 -1,163.95 -224.00 .00	4TH TUESDAY TRAINING PG&E TRAINING 3RD TUESDAY TRAINING 4TH TUESDAY TRAINING TUESDAY TRAINING TUESDAY TRAINING PUMP REPAIR, ICE MACHINE PUMP REPAIR, ICE MACHINE PUMP REPAIR, ICE MACHINE OFFICE SUPPLIES 2ND ASSI CHIEF WALLET 4TH TUESDAY TRAINING OFFICE SUPPLIES
4230 REPAIR/MAINT SUPPLIES					
9 /23 03/10/23 21 16848 9 /23 03/10/23 21 16807 9 /23 03/10/23 21 16773 TOTAL REPAIR/MAINT SUPPLIES	7251 U.S. BANK NATION 0314 LEMOORE AUTO SUP 0314 LEMOORE AUTO SUP 0314 LEMOORE AUTO SUP 0314 LEMOORE AUTO SUP 7205 CENCAL AUTO & TR		152.45 24.66 27.43 28.72 51.42 52.96 337.64	.00 .00 .00	THERMAL IMAGING BATTE CONNECTORS FOR INSTAL BACK-UP LAMP RACHET & SOCKET SET AIR INTAKE CLEANER INCANDESCENT BULB
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/10/23 21 16763 9 /23 03/10/23 21 16763 9 /23 03/10/23 21 11561 -01 16794 9 /23 03/10/23 21 16763 9 /23 03/10/23 21 16763 TOTAL PROFESSIONAL CONTRACT SVC	2653 ARAMARK UNIFORM 2653 ARAMARK UNIFORM 5814 CITY OF HANFORD 2653 ARAMARK UNIFORM 2653 ARAMARK UNIFORM	.00	117.46 117.46 13,116.00 43.72 43.72 13,438.36	.00 -13,116.00 .00	UNIFORM SERVICES UNIFORM SERVICES LEMOORE FIRE MONTHLY DISP UNIFORM SERVICES UNIFORM SERVICES
TOTAL FIRE		.00	17,520.70	-14,816.11	

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TIME: 14:34:13 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE	T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
9 /23 03/10/	FESSIONAL CONTRACT 23 21 FESSIONAL CONTRACT	16838	5352 STERICYCLE,	INC. .00	6.00 6.00	.00 SHRED SVC 02/23/2023
9 /23 03/10/	LITIES 23 21 LITIES	16834	6266 SPARKLETTS	.00	34.96 34.96	.00 WATER DELIVERY SVC
TOTAL BUI	LDING INSPECTION			.00	40.96	.00

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRA	ANC REFERENCE	VENDOR BU	IDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 TOTAL OPERATING SUPPLIES	16849 16822 16822 16822	7251 U.S. BANK NATION 7317 ODP BUSINESS SOL 7317 ODP BUSINESS SOL 7317 ODP BUSINESS SOL	•	73.25 3.17 16.12 28.39 120.93	.00	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES BINDER AND SUPPLIES
	04 16828 04 16828 16849 16838	7318 RANDSTAD 7318 RANDSTAD 7251 U.S. BANK NATION 5352 STERICYCLE, INC.		855.59 946.72 6.00 9.00 1,817.31	-946.72 .00	TEMP EMPLOYEE- PW TEMP EMPLOYEE- PW SCADA SERVER SHRED SVC 02/23/2023
4340 UTILITIES 9 /23 03/10/23 21 TOTAL UTILITIES	16834	6266 SPARKLETTS	.00	34.96 34.96	.00	WATER DELIVERY SVC
4360 TRAINING 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 TOTAL TRAINING	16849 16849 16849	7251 U.S. BANK NATION 7251 U.S. BANK NATION 7251 U.S. BANK NATION	l	381.66 5.00 6.00 392.66	.00	HOTEL TRAINING PARKING FOR TRAINING PARKING FOR TRAINING
TOTAL PUBLIC WORKS			.00	2,365.86	-1,802.31	

PEI PAGE NUMBER: 13 DATE: 03/10/2023 CITY OF LEMOORE AUDIT11

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SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRA	NC REFERENCE	VENDOR BU	JDGET EXPE	NDITURES ENCUM	MBRANCES DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/10/23 21	16847	7251 U.S. BANK NATION	I	85.78	.00 LED WALL PACKS
9 /23 03/10/23 21 9 /23 03/10/23 21	16847 16847	7251 U.S. BANK NATION 7251 U.S. BANK NATION	I	135.59 136.74	.00 CONCRETE PROJECT .00 SAFETY CONES
9 /23 03/10/23 21 9 /23 03/10/23 21	16847 16847	7251 U.S. BANK NATION 7251 U.S. BANK NATION	١	62.68 63.58	.00 REBAR/PENCIL CONCRETE .00 BATTERIES FOR ROAD
TOTAL OPERATING SUPPLIES			.00	484.37	.00
TOTAL STREETS			.00	484.37	.00

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFEREI	CE VENDOR BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/10/23 21 16845 9 /23 03/10/23 21 16845 9 /23 03/10/23 21 C995 -01 16845 9 /23 03/10/23 21 16845 TOTAL OPERATING SUPPLIES	7251 U.S. BANK NATION 7251 U.S. BANK NATION 7251 U.S. BANK NATION 7251 U.S. BANK NATION .00	160.15 343.18 1,512.00 70.76 2,086.09	.00 INDOOR SPRING SOCCER .00 INDOOR SPRING SOCCER -1,512.00 INDOOR SPRING SOCCER .00 INDOOR SPRING SOCCER -1,512.00
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/10/23 21 16836 9 /23 03/10/23 21 16798 9 /23 03/10/23 21 16827 9 /23 03/10/23 21 16860 9 /23 03/10/23 21 16830 9 /23 03/10/23 21 16801 9 /23 03/10/23 21 16801 9 /23 03/10/23 21 16782 9 /23 03/10/23 21 16782 9 /23 03/10/23 21 16787 9 /23 03/10/23 21 16787 9 /23 03/10/23 21 16787 9 /23 03/10/23 21 16787 9 /23 03/10/23 21 16815 9 /23 03/10/23 21 16852 9 /23 03/10/23 21 16788 9 /23 03/10/23 21 16788 9 /23 03/10/23 21 16788 9 /23 03/10/23 21 16852 9 /23 03/10/23 21 16883 9 /23 03/10/23 21 16833 9 /23 03/10/23 21 16838 TOTAL PROFESSIONAL CONTRACT SVC	5235 STATE DISBURSEME 7385 ISAAC EVAN ALBAR T1882 ANGEL PICENO 0040 LARRY AVILA 7283 VICTORIA RUIZ 6884 ANTHONY HERNANDE 5935 JOE JIMMEYE 7333 SHAYLA FARFAN 7384 ALEXANDER AVILA 7383 GISELLE ALANA CU 7386 MICHAEL LEONARDO 7381 BRAYDEN DOLAN 6371 MANUEL VELARDE 5962 JASON GLASPIE 7279 BRITTANY SCOTT 5352 STERICYCLE, INC.	150.00 180.00 200.00 200.00 200.00 232.50 250.00 264.00 310.00 320.00 556.50 759.30 929.60 3.00 5,126.90	.00 J. GLASPIE CHILD SUPP .00 CONTRACTOR SERVICES .00 CONTRACTOR SERVICES .00 CONTRACTOR SERVICES .00 CONTRACTOR SERVICES .00 CONTRACT SERVICES .00 CONTRACT SERVICES .00 CONTRACTOR SERVICES .00 KARATE FEBRUARY 2023 .00 BOXING FEB 2023 .00 MINI MUSIC JAN 2023 .00 SHRED SVC 02/23/2023
TOTAL RECREATION	.00	7,212.99	-1,512.00

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANCE	C REFERENCE	VENDOR BUI	DGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21	16843 16843 16843 16843 16843 16843 16843 16843 16843 16843 16843 16843	7251 U.S. BANK NATION		300.29 302.07 390.91 999.64 5.42 14.99 15.00 18.22 19.28 20.37 38.58 56.00 69.65	.00 .00 .00 -999.64 .00 .00 .00 .00	PW STAND UP DESK REFUSE LG WIDE MONITO ADOBE PRO MICROSOFT EXCHANGE OFFICE ADOBE PRO ADOBE PRO IPHONE CASE/BELT CLIP POWER STRIP EXTENSION CORDS IPHONE CASE/BELT CLIP USB CHARGER MICROSOFT OFFICE EXCH NETWORK SWITCH KEYBOA
TOTAL OPERATING SUPPLIES	10043	7231 U.S. BANK NATION	.00	2,250.42	-999.64	NETWORK SWITCH RETBOA
4340 UTILITIES 9 /23 03/10/23 21 9 /23 03/10/23 21 TOTAL UTILITIES	16765 16826	5516 AT&T 7070 PANTERRA NETWORK	.00	105.10 1,592.48 1,697.58		01/25/2023-02/24/2023 02/01/2023-02/28/2023
4825 MACHINERY & EQUIPMENT 9 /23 03/10/23 21 TOTAL MACHINERY & EQUIPMENT	16843	7251 U.S. BANK NATION	.00	300.29 300.29	.00	SAMSUNG 4TB BACKUP
TOTAL INFORMATION TECHNOLOG	GY		.00	4,248.29	-999.64	

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BU	UDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/10/23 21 16843 9 /23 03/10/23 21 16822 9 /23 03/10/23 21 16822 TOTAL OPERATING SUPPLIES	7251 U.S. BANK NATION 7317 ODP BUSINESS SON 7317 ODP BUSINESS SON	L	154.02 18.85 57.34 230.21	.00	LABOR LAW POSTER OFFICE SUPPLIES PAYROLL EVENLOPES
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/10/23 21 16811 9 /23 03/10/23 21 16843 9 /23 03/10/23 21 16843 9 /23 03/10/23 21 16805 9 /23 03/10/23 21 11567 -01 16769 9 /23 03/10/23 21 11628 -01 16779 9 /23 03/10/23 21 11628 -02 16779 9 /23 03/10/23 21 1628 -02 16759 TOTAL PROFESSIONAL CONTRACT SVC	2283 LIEBERT CASSIDY 7251 U.S. BANK NATIOI 7251 U.S. BANK NATIOI 7389 KINGS MEDICAL CI 2836 THE BODY SHOP HI 6115 EMPLOYEE RELATIO 6115 EMPLOYEE RELATIO 6813 ALTA LANGUAGE SI	N N E E O O	336.00 381.98 381.98 450.84 210.00 253.62 598.00 66.00 2,678.42	.00 .00 .00 -210.00 -253.62 -598.00	ERMA MATTER HOTEL-SPEER HOTEL-CHAMPION MEDICAL EXAM MONTHLY MEMBERSHIPS FOR E PRE EMPLOYMENT BACKGROUND INCREASE CHANGE ORDER LISTENING & SPEAKING
4360 TRAINING 9 /23 03/10/23 21 16816 9 /23 03/10/23 21 16760 9 /23 03/10/23 21 16849 9 /23 03/10/23 21 16849 9 /23 03/10/23 21 16849 9 /23 03/10/23 21 16843 9 /23 03/10/23 21 C989 -01 16842 TOTAL TRAINING	T2205 MICHELLE SPEER T2142 AMANDA CHAMPIOI 7251 U.S. BANK NATIOI 7251 U.S. BANK NATIOI 7251 U.S. BANK NATIOI 7251 U.S. BANK NATIOI	N N N N	135.00 135.00 213.49 213.49 350.00 1,240.00 2,286.98	.00 .00 .00	LCW -TRAINING LCW TRAINING AIR FARE SPEER AIR FARE CHAMPION LCW HR BOOTCAMP LIEBERT CASSIDY WHITMORE
4534 EE HOME BUYERS ASSIST.PRG 9 /23 03/10/23 21 16776 TOTAL EE HOME BUYERS ASSIST.PRG	2267 CHICAGO TITLE CO	0 .00	15,000.00 15,000.00	.00	N. GONZALES
TOTAL HUMAN RESOURCES		.00	20,195.61	-2,301.62	
TOTAL GENERAL FUND		.00	136,587.74	-94,570.66	

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#### TIME: 14:34:13 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUM	BRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLI 9 /23 03/10/23 21 9 /23 03/10/23 21 11554 9 /23 03/10/23 21 11554 9 /23 03/10/23 21 11556 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 70TAL OPERATING SUPPLI	16790 -01 16786 -01 16786 -01 16808 16850 16846 16846 16846 16846 16846 16846 16846	0521 GRAINGER 0068 GARY V. BUR 0068 GARY V. BUR 0306 LEMOORE HIG 7251 U.S. BANK N 7251 U.S. BANK N	ROWS, H SCH ATION	213.78 11,157.57 11,901.34 308.18 6.54 10.00 38.51 41.14 44.50 44.57 68.91 69.48 23,904.52	-11,157.57 -11,901.34 -308.18 .00 .00 .00 .00	
4230 REPAIR/MAINT SUP 9 /23 03/10/23 21 11558 9 /23 03/10/23 21 11558	16793 16773 16773 16821 16773 16821 16773 16807 16807 16807 16773 16778 16778 16850 16846 16777 16850 16846 16777 16850 16807 -02 16768 -02 16768 -02 16768 -02 16768 -02 16768 -02 16768 -02 16768 -02 16768 -02 16768 -01 16850 16897 16793 16897 16897 16897 16897 16897	6146 HANFORD CHR 7205 CENCAL AUTO 7205 CENCAL AUTO 6120 O'REILLY AU 7205 CENCAL AUTO 7205 E.M. THARP, 7251 U.S. BANK N 7256 BILLINGSLEY 7256 BILLINGSLEY 7256 BILLINGSLEY 7256 BILLINGSLEY 7251 U.S. BANK N 7251 U	& TR & TR TO PA & TR TO PA & TR & TR O SUP O SUP & TR INC. ATION ATION ATION O SUP TIRE TIRE TIRE TIRE TIRE TIRE TIRE TIRE	92.41 96.51 98.32 110.95 117.04 121.25 127.63 173.82 183.39 195.45 204.34 312.32 341.75 358.78 363.97 371.31 19.88 29.50 30.24 42.40 65.00 77.22 96.53 210.01 221.70 1,629.83 721.43 -114.72 6.41 13.93 49.90	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	SEAL INTA AND PCV FLEET RUNNER BELT CRANK CASE FILTER THRT BODY HOSE END FITTING HOSE END FITTING TW TUBE MOUNT JACK CENTER SUPP BEARING ALTERNATOR REMANUFACT SPARK PLUGS STEP-FUEL TANK ALUM BATTERY CHARGER NEW KEY FOR HARLEY 78 CORE COOLER, OIL HYD HOSE HYDRAULIC HOSE-BULK CHANGE ORDER 1 - ADD NEW EBAY SEAT FOR UNIT #112 REFUND GASKET DGM CLAMP RADIATOR FLUSH EXACT FIT BEAM

RUN DATE 03/10/2023 TIME 14:34:14

PEI - FUND ACCOUNTING

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4230 REPAIR/MAINT SUPPLIES (cont' 9 /23 03/10/23 21 16807 9 /23 03/10/23 21 16807 TOTAL REPAIR/MAINT SUPPLIES	d) 0314 LEMOORE AUTO SUP 0314 LEMOORE AUTO SUP .00	60.05 60.05 6,488.60	.00 4 CUBE RUGGED LED .00 -3,143.74
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/10/23 21 16763 9 /23 03/10/23 21 16763 TOTAL PROFESSIONAL CONTRACT SVC	2653 ARAMARK UNIFORM 2653 ARAMARK UNIFORM 2653 ARAMARK UNIFORM 2653 ARAMARK UNIFORM 2653 ARAMARK UNIFORM .00	82.33 54.54 54.54 54.54 54.54 300.49	.00 UNIFORM SERVICES .00
4350 REPAIR/MAINT SERVICES 9 /23 03/10/23 21 16802 9 /23 03/10/23 21 16875 9 /23 03/10/23 21 16850 9 /23 03/10/23 21 11558 -01 16768 9 /23 03/10/23 21 11558 -01 16768 9 /23 03/10/23 21 11558 -01 16768 9 /23 03/10/23 21 11558 -01 16768 9 /23 03/10/23 21 11558 -01 16768 9 /23 03/10/23 21 11558 -01 16768 9 /23 03/10/23 21 11558 -01 16768 9 /23 03/10/23 21 11558 -01 16768 9 /23 03/10/23 21 11558 -01 16768 9 /23 03/10/23 21 11558 -01 16768 9 /23 03/10/23 21 11558 -01 16768 9 /23 03/10/23 21 11558 -01 16768	3088 JONES TOWING, IN 5804 CHADS AUTO GLASS 7251 U.S. BANK NATION 0056 BILLINGSLEY TIRE 0345 MORGAN & SLATES,	250.00 256.37 353.48 153.79 233.94 328.05 597.45 746.81 1,624.72 1,715.22 563.16 6,822.99	.00 TOW 2016 DODGE .00 TRUCK #102 .00 PM SERVICE -153.79 TIRE REPAIR -233.94 TIRE REPAIR -328.05 TIRE REPAIR -597.45 TIRE REPAIR -746.81 TIRE REPAIR -1,624.72 TIRE REPAIR -1,715.22 TIRE REPAIR -563.16 NEW PACKER PLATES -5,963.14
TOTAL FLEET MAINTENANCE	.00	37,516.60	-32,473.97
TOTAL FLEET MAINTENANCE	.00	37,516.60	-32,473.97

EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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FUND - 050 - WATER BUDGET UNIT - 4250 - WATER

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BU	UDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220CH CHLORINE OPERATING SUPPLY 9 /23 03/10/23 21 11612 -01 16814 9 /23 03/10/23 21 11612 -01 16814 9 /23 03/10/23 21 11612 -02 16814 9 /23 03/10/23 21 11612 -02 16814 TOTAL CHLORINE OPERATING SUPPLY	7175 MATHESON TRI-GAS 7175 MATHESON TRI-GAS 7175 MATHESON TRI-GAS 7175 MATHESON TRI-GAS	S S	814.76 814.76 991.00 991.00 3,611.52		LIQUID OXYGEN STATION 11 LIQUID OXYGEN STATION 11
4230 REPAIR/MAINT SUPPLIES 9 /23 03/10/23 21 16825 9 /23 03/10/23 21 11642 -01 16825 9 /23 03/10/23 21 11642 -01 16825 9 /23 03/10/23 21 11642 -01 16825 9 /23 03/10/23 21 11642 -02 16825 9 /23 03/10/23 21 11642 -02 16825 9 /23 03/10/23 21 11642 -02 16825 9 /23 03/10/23 21 11642 -02 16825 9 /23 03/10/23 21 11642 -02 16825 9 /23 03/10/23 21 17642 -02 16825 9 /23 03/10/23 21 17642 -02 16825 9 /23 03/10/23 21 17642 -02 16825 9 /23 03/10/23 21 17642 -02 16825	7301 PACE SUPPLY CORI 7301 PACE SUPPLY CORI 0521 GRAINGER	P P P P	154.65 25.66 572.93 6,115.95 2.05 45.69 487.75 44.69 7,449.37	-25.66 -572.93 -6,115.95 -2.05 -45.69 -487.75	PARTS
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/10/23 21 11563 -01 16794 9 /23 03/10/23 21 11691 -01 16835 9 /23 03/10/23 21 16838 TOTAL PROFESSIONAL CONTRACT SVC	5814 CITY OF HANFORD 6663 SUSP, INC 5352 STERICYCLE, INC		4,372.00 123,295.00 9.00 127,676.00	-123,295.00	WATER DISPATCH SERVICES LEMOORE CPO SERVICES SHRED SVC 02/23/2023
4340 UTILITIES 9 /23 03/10/23 21 16834 TOTAL UTILITIES	6266 SPARKLETTS	.00	102.26 102.26	.00	WATER DELIVERY SVC
TOTAL WATER		.00	138,839.15	-138,528.55	

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SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340 9 /23 03 TOTAL	UTILI 3/10/23 UTILI	21	1	L6834	6266 SPARKLETTS	.00	42.72 42.72	.00	WATER DELIVERY SVC
TOTAL	UTILI	TY OF	FICE			.00	42.72	.00	
TOTAL	WATER					.00	138,881.87	-138,528.55	

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SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT I	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 9 /23 03, TOTAL	/10/23	21 C1	SUPPLIES 1002 -01 1 SUPPLIES	.6843	7251 U.S.	BANK NATION .00	1,440.83 1,440.83	-1,440.83 -1,440.83	PRINT PLANS
TOTAL	WATER	INCI	DENT			.00	1,440.83	-1,440.83	
TOTAL	WATER	INCIE	DENT FUND			.00	1,440.83	-1,440.83	

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

FUND - 056 - REFUSE BUDGET UNIT - 4256 - REFUSE

ACCOUNT DATE T/C ENCUMBRANC R	REFERENCE VENDOR	BUDGET	EXPENDITURES EN	CUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/10/23 21 167 9 /23 03/10/23 21 168 TOTAL OPERATING SUPPLIES			95.56 55.72 151.28		WIRE CLEANING SUPPLIES
4230 REPAIR/MAINT SUPPLIES 9 /23 03/10/23 21 12031 -01 167 TOTAL REPAIR/MAINT SUPPLIES	793 6146 HANFORD CHF	RYSLER .00	1,762.59 1,762.59	-1,762.59 -1,762.59	PARTS TO REPAIR UNIT P45
4310 PROFESSIONAL CONTRACT SV 9 /23 03/10/23 21 167 9 /23 03/10/23 21 167 9 /23 03/10/23 21 167 9 /23 03/10/23 21 11552 -01 167 9 /23 03/10/23 21 11552 -01 167 9 /23 03/10/23 21 11563 -02 167 9 /23 03/10/23 21 11563 -02 167 9 /23 03/10/23 21 168 TOTAL PROFESSIONAL CONTRACT SV	763 2653 ARAMARK UNI 763 2653 ARAMARK UNI 763 2653 ARAMARK UNI 780 6869 WELLS FARGO 780 6869 WELLS FARGO 794 5814 CITY OF HAR 838 5352 STERICYCLE	IFORM IFORM O BANK O BANK NFORD	98.83 116.10 122.60 758.11 769.42 4,372.00 6.00 6,243.06	.00 .00 -758.11 -769.42 -4,372.00	UNIFORM SERVICES UNIFORM SERVICES UNIFORM SERVICES TEMP POSITION TEMP POSITION REFUSE DISPATCH SERVICES SHRED SVC 02/23/2023
4330 PRINTING & PUBLICATIONS 9 /23 03/10/23 21 168 TOTAL PRINTING & PUBLICATIONS	851 7251 U.S. BANK N	NATION .00	498.71 498.71	.00	DAILY INSPECT SHEETS
TOTAL REFUSE		.00	8,655.64	-7,662.12	
TOTAL REFUSE		.00	8,655.64	-7,662.12	

PAGE NUMBER: 23 PEI DATE: 03/10/2023 CITY OF LEMOORE AUDIT11

#### TIME: 14:34:13 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRAN	C REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4170 UNIFORM ALLOWANCE 9 /23 03/10/23 21 TOTAL UNIFORM ALLOWANCE	16771	T2610 BRUCE GERMAN	.00	149.08 149.08	.00	BOOT REIMBURSEMENT
4220 OPERATING SUPPLIES 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 TOTAL OPERATING SUPPLIES	16773 16773 16807 16773 16807	7205 CENCAL AUTO & 7205 CENCAL AUTO & 0314 LEMOORE AUTO 7205 CENCAL AUTO & 0314 LEMOORE AUTO	TR SUP TR	84.38 206.89 20.87 23.04 66.48 401.66	.00 .00 .00	CABLE TIES, O-RINGS ABRASIVE DISCS & BELT GLASS CLEANER SUPPLIE CABLE TIES BRG RACE/SEAL DRIVER
4230 REPAIR/MAINT SUPPLIE 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 9 /23 03/10/23 21 TOTAL REPAIR/MAINT SUPPLIE	16807 16791 16773 16773	0314 LEMOORE AUTO 5181 HAAKER EQUIPM 7205 CENCAL AUTO & 7205 CENCAL AUTO &	ENT TR	124.23 217.37 29.31 37.54 408.45	. 00 . 00	COMPRESSION, PIPE NIP QUICK CONNECT X BRASS BRUSH,SCREWS FUEL LIN
9 /23 03/10/23 21 11584 -01 9 /23 03/10/23 21 11593 -01	16794 16763 16763 16763 16818 16818 16818 16818 16818 16818 16818 16818 16818	5814 CITY OF HANFO 2653 ARAMARK UNIFO 2653 ARAMARK UNIFO 2653 ARAMARK UNIFO 2653 ARAMARK UNIFO 6245 MOORE TWINING 6256 LEPRINO FOODS 5352 STERICYCLE, I	RM RM RM AS AS AS AS AS AS	4,372.00 51.09 53.86 133.06 146.79 70.00 70.00 115.00 125.00 295.00 760.00 49,587.32 6.00 55,855.12	-51.09 -53.86 -133.06 -146.79 -70.00 -70.00 -115.00 -125.00 -295.00 -59.00 -49,587.32	WASTEWATER DISPATCH SERVI UNIFORM SERVICES UNIFORM SERVICES UNIFORM SERVICES UNIFORM SERVICES LAB ANALYSIS LEPRINO WATER DISPOSAL FE SHRED SVC 02/23/2023
4340 UTILITIES 9 /23 03/10/23 21 TOTAL UTILITIES	16834	6266 SPARKLETTS	.00	25.48 25.48	.00	WATER DELIVERY SVC
TOTAL SEWER			.00	56,839.79	-55,148.12	
TOTAL SEWER& STORM WTR DRA	INAGE		.00	56,839.79	-55,148.12	

PEI PAGE NUMBER: 24 DATE: 03/10/2023 CITY OF LEMOORE AUDIT11

TIME: 14:34:13 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

FUND - 150 - RDA RETIREMENT OBLIG FUND BUDGET UNIT - 4951 - RDA RETIREMENT OBLIG FUND

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4475 PASS-THRU KINGS CO. 9 /23 03/10/23 21 16803 TOTAL PASS-THRU KINGS CO.	0267 KINGS CO. TREASU .00	161,752.00 161,752.00	.00 SALE OF PROPERTY
TOTAL RDA RETIREMENT OBLIG FUND	.00	161,752.00	.00
TOTAL RDA RETIREMENT OBLIG FUND	.00	161,752.00	.00
TOTAL REPORT	.00	541,674.47	-329,824.25

PAGE NUMBER: 1 PEI DATE: 03/10/2023 CITY OF LEMOORE AUDIT311

TIME: 14:36:31 GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='23' and transact.period='9' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

### FUND - 120 - FACILITIES RENTAL FUND

ACCOUNT	DATE T/C REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
9 /23 9 /23	ACCOUNTS PAYABLE 03/10/23 21 16792 03/10/23 21 16799 03/10/23 21 16813 03/10/23 21 16800 ACCOUNTS PAYABLE	T3306 HALEY LITTLE T3305 JAZMIN ROJAS T2692 MARIA VAZQUEZ T3308 JESUS RAMIREZ	.00	250.00 250.00 250.00 300.00 1,050.00	REFUND VET 8000000779 REFUND VET 7000012310 REFUND VET 8000000698 REFUND CMC 7000012371
9 /23 9 /23	CUSTOMER DEPOSITS 03/10/23 21 16792 03/10/23 21 16799 03/10/23 21 16813 03/10/23 21 16800 CUSTOMER DEPOSITS	T3306 HALEY LITTLE T3305 JAZMIN ROJAS T2692 MARIA VAZQUEZ T3308 JESUS RAMIREZ	250.00 250.00 250.00 300.00 1,050.00	.00	REFUND VET 8000000779 REFUND VET 7000012310 REFUND VET 8000000698 REFUND CMC 7000012371
TOTAL	FACILITIES RENTAL FUND		1,050.00	1,050.00	

PAGE NUMBER: 2 PEI AUDIT311

DATE: 03/10/2023 CITY OF LEMOORE TIME: 14:36:31 GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='23' and transact.period='9' and transact.batch='MJ031023' ACCOUNTING PERIOD: 9/23

FUND - 150 - RDA RETIREMENT OBLIG FUND

ACCOUNT	DATE T/C REFERENC	E VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020 9 /23 TOTAL	ACCOUNTS PAYABLE 03/10/23 21 16840 ACCOUNTS PAYABLE	T3311 THOMAS VORHEES	.00	18,050.00 18,050.00	REFUND OF DEPOSIT
2346 9 /23 TOTAL	VENTURE PLACE DEPOSIT 03/10/23 21 16840 VENTURE PLACE DEPOSIT	T3311 THOMAS VORHEES	18,050.00 18,050.00	.00	REFUND OF DEPOSIT
TOTAL	RDA RETIREMENT OBLIG F	UND	18,050.00	18,050.00	
TOTAL RE	PORT		19,100.00	19,100.00	

PAGE NUMBER: 1 PEI DATE: 03/10/2023 CITY OF LEMOORE AUDIT31

TIME: 14:35:33 REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.account between '3000' and '3999' and transact.batch='MJ03 ACCOUNTING PERIOD: 9/23

FUND - 001 - GENERAL FUND BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT DATE	T/C RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES I	DESCRIPTION
9 /23 03/10/23 9 /23 03/10/23		T3309 ARIANA E. I T3305 JAZMIN ROJA		-250.00 -250.00 -500.00		REF CIVIC 07000011425 REFUND VET 7000012310
3681 RECREATI 9 /23 03/10/23 9 /23 03/10/23 9 /23 03/10/23 TOTAL RECREATI	210 16761 210 16767 210 16839	T2816 ANA ASTORGA T3307 AYMI SIMPSO T3310 SYNDELL CEN	ON	-90.00 -95.00 -95.00 -280.00	(	ORG REC. 8000000541 ORG REC 7000012261 ORG REC 07000012150
TOTAL GENERAL	FUND		.00	-780.00	.00	
TOTAL GENERAL	FUND		.00	-780.00	.00	
TOTAL REPORT			.00	-780.00	.00	

## Warrant Register 3-17-2023

PAGE NUMBER: 1 PEI DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

TIME: 15:26:23 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE	T/C ENC	CUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /23 03/17/2 9 /23 03/17/2		1 1	6890 6868	0304 LEMOORE HARDW, 7205 CENCAL AUTO &		22.18 23.08 45.26		FINANCE CHARGE FINANCE CHARGES
TOTAL FINA	NCE				.00	45.26	.00	

PAGE NUMBER: 2 PEI DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

TIME: 15:26:23 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE	T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /23 03/17/ 9 /23 03/17/	FESSIONAL CONTRACT 23 21 12053 -01 1 23 21 12054 -01 1 FESSIONAL CONTRACT	16900 16900	0876 QUAD KNOPF, 0876 QUAD KNOPF,		1,724.40 2,466.00 4,190.40		SB2 PLANNING GRANT ACTIVI MAVERIK/KING CEQA DOCUMEN
TOTAL PLA	NNING			.00	4,190.40	-4,190.40	

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBR	ANC REFERENCI	E VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES						
9 /23 03/17/23 21	16890	0304 LEMOORE H	ARDWARE	16.08	.00	POLU PIPE WRAP
9 /23 03/17/23 21	16890	0304 LEMOORE H		9.11		NOVIEW TRAP
9 /23 03/17/23 21	16890	0304 LEMOORE H	ARDWARE	9.11	.00	NOVIEW TRAP
9 /23 03/17/23 21	16890	0304 LEMOORE H	ARDWARE	25.71	.00	WHT PRIMER SPRAY
9 /23 03/17/23 21	16890	0304 LEMOORE H	ARDWARE	25.71	.00	WHT PRIMER SPRAY
9 /23 03/17/23 21	16890	0304 LEMOORE H		29.13		PLEAT AIR FILTER
9 /23 03/17/23 21	16890	0304 LEMOORE H		34.23		TV SCHLAG LOCK KEY
9 /23 03/17/23 21	16890	0304 LEMOORE H		39.81		SS CLAMP
9 /23 03/17/23 21	16890	0304 LEMOORE H		57.84		9 IN 1 SCREWDRIVER
9 /23 03/17/23 21	16890	0304 LEMOORE H		73.76		PLEAT FUR FILTER
9 /23 03/17/23 21	16890 16890	0304 LEMOORE H		85.59		TV SCHLAG LOCK KEY
9 /23 03/17/23 21 9 /23 03/17/23 21	16890	0304 LEMOORE H. 0304 LEMOORE H.		91.13 104.01		DR GIUDE SET
9 /23 03/17/23 21 9 /23 03/17/23 21	16890	0304 LEMOORE H		144.21		POCKET LIGHT, STEP DRI EXT CORD, KNEE PAD
TOTAL OPERATING SUPPLIES		0304 LEMOURE H.	.00	745.43	.00	EXT CORD, RNEE PAD
TOTAL OF ENATING SOFTETES			.00	743.43	.00	
4340 UTILITIES						
9 /23 03/17/23 21	16898	0363 PG&E		2,339.95	.00	01/30/2023-02/28/2023
9 /23 03/17/23 21	16897	0363 PG&E		10,155.49		01/30/2023-02/28/2023
TOTAL UTILITIES			.00	12,495.44	.00	. , , ,
TOTAL MAINTENANCE DIVISI	ON		.00	13,240.87	.00	

PEI PAGE NUMBER: 4 DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

#### TIME: 15:26:23 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMB	BRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /23 03/17/23 21 12043 9 /23 03/17/23 21 12043 9 /23 03/17/23 21 12043 9 /23 03/17/23 21 12043 9 /23 03/17/23 21 12043	-01 16869 -02 16869 -03 16869 -04 16869 -05 16869 -06 16869	7280 CENTURION COI 7280 CENTURION COI 7280 CENTURION COI 7280 CENTURION COI 7280 CENTURION COI 7280 CENTURION COI	N A N A N A	390.00 166.00 166.00 107.00 64.25 18.00 911.25	-166.00 -166.00 -107.00 -64.25	UNIFORM SHOULDER PATCHES SGT STRIPES CPL STRIPES HASH MARKS TAX SHIPPING
9 /23 03/17/23 21 12033 9 /23 03/17/23 21 12033 9 /23 03/17/23 21 12033 9 /23 03/17/23 21 12034 9 /23 03/17/23 21 12034 9 /23 03/17/23 21 11698 9 /23 03/17/23 21 9 /23 03/17/23 21	-01 16863 -02 16863 -03 16863 -04 16863 -01 16863 -02 16863 -01 16873 16884 16908 -01 16881	6864 AXON ENTERPRI 6864 AXON ENTERPRI 6864 AXON ENTERPRI 6864 AXON ENTERPRI 6864 AXON ENTERPRI 6864 AXON ENTERPRI 2399 DEPARTMENT OF T3315 JAMES MATTIN 7304 VALLEY VETERI 5814 CITY OF HANFO	SE, SE, SE, SE, SE, SE, SIU GLY	480.00 1,344.00 6,480.00 567.24 3,310.00 239.98 1,518.00 440.00 110.00 17,488.01 31,977.23	-1,344.00 -6,480.00 -567.24 -3,310.00 -239.98 -1,518.00	TASER 60 YEARS 5 PAYMENT
4340 UTILITIES 9 /23 03/17/23 21 9 /23 03/17/23 21 TOTAL UTILITIES	16862 16875	5048 AT&T MOBILITY 6685 DIRECTV	.00	1,090.46 110.24 1,200.70		02/03/2023-03/02/2023 03/04/2023-04/03/2023
9 /23 03/17/23 21 12066 9 /23 03/17/23 21 12067 9 /23 03/17/23 21 12068 9 /23 03/17/23 21 12069 9 /23 03/17/23 21 12070 9 /23 03/17/23 21 12071 9 /23 03/17/23 21 12072 9 /23 03/17/23 21 12072 9 /23 03/17/23 21 12074 9 /23 03/17/23 21 12074 9 /23 03/17/23 21 12075 9 /23 03/17/23 21 12076 9 /23 03/17/23 21 12077 TOTAL TRAINING	16870 16877 -01 16876 -01 16876	7168 WESLEY CORRAL 7179 NICHOLAS GONZ 6487 CITY OF FRESN	ALE (0-P (0-P (0-P (0-P (0-P (0-P (0-P (0-P	56.00 56.00 621.00 621.00 621.00 621.00 621.00 621.00 621.00 621.00 621.00 621.00 621.00 621.00 621.00	.00 -621.00 -621.00 -621.00 -621.00 -621.00 -621.00 -621.00 -621.00 -621.00 -621.00 -621.00 -621.00 -621.00	TRAINING TRAINING PERISHABLE SKILLS TRAININ
TOTAL POLICE			.00	42,274.18	-40,411.48	

RUN DATE 03/17/2023 TIME 15:26:23

PAGE NUMBER: 5 PEI DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

TIME: 15:26:23 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE VENDOR BUDGET **EXPENDITURES ENCUMBRANCES DESCRIPTION** 

4230 REPAIR/MAINT SUPPLIES

PAGE NUMBER: 6 PEI DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

TIME: 15:26:23 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUD	GET EXPENDITURES	ENCUMBRANCES DESCRIPTION
4230 REPAIR/MAINT SUPPLIES 9 /23 03/17/23 21 16890 9 /23 03/17/23 21 16890 9 /23 03/17/23 21 16890 9 /23 03/17/23 21 16890 TOTAL REPAIR/MAINT SUPPLIES	0304 LEMOORE HARDWARE 0304 LEMOORE HARDWARE 0304 LEMOORE HARDWARE 0304 LEMOORE HARDWARE	84.65 18.22 18.46 23.58 .00 144.91	.00 WHT ARMOR CONNECTOR .00 CLR SHIP TAPE .00 GLOVE, NUTS & BOLTS .00 OUT WALL EYE CONTROL .00
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/17/23 21 11561 -01 16881 TOTAL PROFESSIONAL CONTRACT SVC	5814 CITY OF HANFORD	.00 13,116.00 13,116.00	-13,116.00 LEMOORE FIRE MONTHLY DISP -13,116.00
TOTAL FIRE		.00 13,260.91	-13,116.00

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUI	UDGET EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/17/23 21 16890 TOTAL OPERATING SUPPLIES	0304 LEMOORE HARDWARE	E 48.25	.00 SER MAX BOOTS
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/17/23 21 11741 -02 16865 9 /23 03/17/23 21 11692 -01 16900 9 /23 03/17/23 21 11692 -01 16900 9 /23 03/17/23 21 11692 -01 16900 9 /23 03/17/23 21 11692 -01 16900 9 /23 03/17/23 21 11692 -01 16900 9 /23 03/17/23 21 11692 -01 16900 9 /23 03/17/23 21 11692 -01 16900 9 /23 03/17/23 21 11692 -01 16900 9 /23 03/17/23 21 11692 -01 16900 9 /23 03/17/23 21 11692 -01 16900 9 /23 03/17/23 21 11692 SOURCE SVC	6733 BLACKBURN CONSUL 0876 QUAD KNOPF, INC. 0876 QUAD KNOPF, INC.	. 161.19 . 358.20 . 763.65 . 765.45 . 1,179.72 . 1,934.28 . 4,970.97	-2,239.00 TESTING - INCREASE -161.19 GENERAL ENGINEERING FY202 -358.20 GENERAL ENGINEERING FY202 -763.65 GENERAL ENGINEERING FY202 -765.45 GENERAL ENGINEERING FY202 -1,179.72 GENERAL ENGINEERING FY202 -1,934.28 GENERAL ENGINEERING FY202 -4,970.97 GENERAL ENGINEERING FY202 -500.00 VPM MONTHLY MAINTENANCE F
4360 TRAINING 9 /23 03/17/23 21 16878 9 /23 03/17/23 21 16906 TOTAL TRAINING TOTAL PUBLIC WORKS	6720 GRANT WRITING US 7251 U.S. BANK NATION		.00 TUITION .00 HOTEL .00

RUN DATE 03/17/2023 TIME 15:26:23

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	E VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/17/23 21 16902 9 /23 03/17/23 21 16858 9 /23 03/17/23 21 16902 9 /23 03/17/23 21 11953 -01 16904 TOTAL OPERATING SUPPLIES	0388 REED ELECT 6081 ALL AMERIC 0388 REED ELECT 5306 T&T PAVEME	AN POO RIC, L	270.98 183.40 88.20 2,317.35 2,859.93	.00	STREET LIGHTS BACKWASH HOSE STREET LIGHT TRUCK ROUTE SIGNS, POLES
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/17/23 21 12052 -01 16882 TOTAL PROFESSIONAL CONTRACT SVC	5741 PULIDO AND	SONS	700.00 700.00	-700.00 -700.00	TREE REMOVAL
4340 UTILITIES 9 /23 03/17/23 21 16895 9 /23 03/17/23 21 16899 TOTAL UTILITIES	0363 PG&E 0363 PG&E	.00	37.73 12.30 50.03		01/30/2023-02/28/2023 01/30/2023-02/28/2023
TOTAL STREETS		.00	3,609.96	-3,017.35	
TOTAL GENERAL FUND		.00	90,328.29	-73,607.69	

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR B	UDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/17/23 21 11934 -01 16874 TOTAL OPERATING SUPPLIES	7025 DIESEL LAPTOPS,	.00	1,890.00 1,890.00	-1,890.00 -1,890.00	SOFTWARE SUPPORT FOR DIAG
4230 REPAIR/MAINT SUPPLIES  9 /23 03/17/23 21 16894  9 /23 03/17/23 21 16894  9 /23 03/17/23 21 16894  9 /23 03/17/23 21 16894  9 /23 03/17/23 21 12050 -01 16879  9 /23 03/17/23 21 12056 -01 16860  9 /23 03/17/23 21 12036 -01 16879  9 /23 03/17/23 21 12037 -01 16864  9 /23 03/17/23 21 12040 -01 16864  9 /23 03/17/23 21 12040 -01 16894  9 /23 03/17/23 21 16894  9 /23 03/17/23 21 16894  9 /23 03/17/23 21 16894  9 /23 03/17/23 21 16894  9 /23 03/17/23 21 16894  9 /23 03/17/23 21 16894  9 /23 03/17/23 21 16894  9 /23 03/17/23 21 16880  9 /23 03/17/23 21 16880  9 /23 03/17/23 21 16880  10TAL REPAIR/MAINT SUPPLIES	6120 O'REILLY AUTO P 6120 O'REILLY AUTO P 6120 O'REILLY AUTO P 5181 HAAKER EQUIPMEN 7391 ADAPTIVE MICRO 7390 ALPHA HYDRAULIC 5181 HAAKER EQUIPMEN 1908 BATTERY SYSTEMS 1908 BATTERY SYSTEMS 6120 O'REILLY AUTO P 6120 O'REILLY AUTO P 6120 O'REILLY AUTO P 7236 N & S TRACTOR 0458 KELLER FORD LIN 5289 CUMMINS SALES A 6146 HANFORD CHRYSLE	AATS,T,,AAACNR	336.34 402.10 46.56 3,864.53 499.00 761.22 1,229.47 601.77 888.41 11.68 36.70 27.75 125.48 91.49 98.13 218.07 218.07 9,456.77	.00 .00 -3,864.53 .00 -761.22 -1,229.47 -601.77 -888.41 .00 .00 .00	AIR & CABIN FILTER QUICK-STRUT CABIN FILTER GUTTER BROOMS FOR SWEEPER ADAPTIVE DATA RECORDI HYDRAULIC CYLINDER REBUIL REPLACEMENT DEFLECTOR FOR BATTER FOR GENERATOR BATTERY FOR MAN LIFT THERMOSTAT AIR FILTER AIR FILTER FILTERS SWITCH AS- DIR SPORD GASKET, SEAL EXHAUST AA SUPPORT
4350 REPAIR/MAINT SERVICES 9 /23 03/17/23 21 12041 -01 16887 9 /23 03/17/23 21 12035 -01 16886 TOTAL REPAIR/MAINT SERVICES	0458 KELLER FORD LIN 2956 JONES COLLISION		543.03 906.48 1,449.51		RECALL REPAIRS & OIL CONS BODY REPAIR TO FRONT BUMP
TOTAL FLEET MAINTENANCE		.00	12,796.28	-10,684.91	
TOTAL FLEET MAINTENANCE		.00	12,796.28	-10,684.91	

RUN DATE 03/17/2023 TIME 15:26:23

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

FUND - 050 - WATER BUDGET UNIT - 4250 - WATER

ACCOUNT DATE T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /23 03/17/23 21 9 /23 03/17/23 21	16907 16890 16890 16890	2038 USA BLUEBOOK 0304 LEMOORE HARDWA 0304 LEMOORE HARDWA 0304 LEMOORE HARDWA	ARE	438.40 27.87 3.74 19.28 489.29	.00	ARSENIC TEST KIT 4PK 9V ALK BATTERY 3/4: 90DEG SXT ELL PVC SLIP UNION
9 /23 03/17/23 21 9 /23 03/17/23 21 9 /23 03/17/23 21	16890 16890 16890 16890 16890	0304 LEMOORE HARDWA	ARE ARE ARE	22.50 8.67 13.42 45.01 53.65 143.25	.00 .00 .00	GALV SHACKLE/PIN WHT SXMT ADAPTER WHT COUPLING, PVC PIPE AERO CLEAN SYSTEM PVC PIPE, RED BUSHING
9 /23 03/17/23 21 11685 -01 9 /23 03/17/23 21 11588 -01	16891 16900 16866 16881	4051 MATSON ALARM C 0876 QUAD KNOPF, IN 1397 BSK ANALYTICAL 5814 CITY OF HANFOR	IC. L	49.50 2,166.00 202.00 4,372.00 6,789.50	-2,166.00 -202.00	MONTH LEASE MAR 2023 DIF WATER PORTION WATER TREATMENT LABS AND WATER DISPATCH SERVICES
4320 MEETINGS & DUES 9 /23 03/17/23 21 12032 -01 TOTAL MEETINGS & DUES	16867	1999 CALIFORNIA RUR	.00	1,507.00 1,507.00	-1,507.00 -1,507.00	CRWA ANNUAL MEMBERSHIP RE
4330 PRINTING & PUBLICATIO 9 /23 03/17/23 21 11919 -01 TOTAL PRINTING & PUBLICATIO	16883	5546 INFOSEND	.00	689.76 689.76	-689.76 -689.76	MAILING INSERTS
TOTAL WATER			.00	9,618.80	-8,936.76	

PEI PAGE NUMBER: 11 DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

TIME: 15:26:23 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/17/23 21 11796 -01 16883 9 /23 03/17/23 21 11662 -01 16883 TOTAL PROFESSIONAL CONTRACT SVC	5546 INFOSEND 5546 INFOSEND	.00	23,922.92 1,504.64 25,427.56	-23,922.92 FEDEX DOOR HANGERS -1,504.64 UTILITY BILLING STATEMENT -25,427.56
4335 POSTAGE & MAILING 9 /23 03/17/23 21 11662 -02 16883 TOTAL POSTAGE & MAILING	5546 INFOSEND	.00	3,332.31 3,332.31	-3,332.31 UTILITY BILLING STATEMENT -3,332.31
TOTAL UTILITY OFFICE		.00	28,759.87	-28,759.87
TOTAL WATER		.00	38,378.67	-37,696.63

PEI PAGE NUMBER: 12 DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

TIME: 15:26:23 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUDG	GET EXPENDITURES	ENCUMBRANCES DESC	RIPTION
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/17/23 21 11686 -01 16900 TOTAL PROFESSIONAL CONTRACT SVC	0876 QUAD KNOPF, INC.	.00 1,063.35 1,063.35	-1,063.35 PROJ -1,063.35	ECT MANAGEMENT TANK 7
4380 RENTALS & LEASES 9 /23 03/17/23 21 12042 -01 16872 9 /23 03/17/23 21 12042 -02 16872 TOTAL RENTALS & LEASES	7259 CUSTOM TRUCK ONE 7259 CUSTOM TRUCK ONE	3,480.00 252.30 .00 3,732.30	-3,480.00 BUCK -252.30 TAX -3,732.30	ET TRUCK
TOTAL WATER INCIDENT		.00 4,795.65	-4,795.65	
TOTAL WATER INCIDENT FUND		.00 4,795.65	-4,795.65	

PEI PAGE NUMBER: 13 DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

FUND - 056 - REFUSE BUDGET UNIT - 4256 - REFUSE

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/17/23 21 16888 9 /23 03/17/23 21 11563 -02 16881 9 /23 03/17/23 21 11553 -01 16888 TOTAL PROFESSIONAL CONTRACT SVC	0234 KINGS WASTE A 5814 CITY OF HANFO 0234 KINGS WASTE A	RD	275.00 4,372.00 72,170.38 76,817.38	-4,372.00	STARBUCKS COMM RECYC REFUSE DISPATCH SERVICES TIPPING FEE'S
4330 PRINTING & PUBLICATIONS 9 /23 03/17/23 21 12058 -01 16883 TOTAL PRINTING & PUBLICATIONS	5546 INFOSEND	.00	927.62 927.62	-927.62 -927.62	SPRING CLEANUP VOUCHER
TOTAL REFUSE		.00	77,745.00	-77,470.00	
TOTAL REFUSE		.00	77,745.00	-77,470.00	

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE	T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERA 9 /23 03/17/23 9 /23 03/17/23 9 /23 03/17/23 9 /23 03/17/23 9 /23 03/17/23 9 /23 03/17/23 9 /23 03/17/23 9 /23 03/17/23 9 /23 03/17/23 9 /23 03/17/23 TOTAL OPERA	21 21 21 21 21 21 21 21 21 21 21	16906 16906 16906 16890 16890 16906 16906 16890 16890	7251 U.S. BANK NA 7251 U.S. BANK NA 7251 U.S. BANK NA 7251 U.S. BANK NA 0304 LEMOORE HARD 7251 U.S. BANK NA 7251 U.S. BANK NA 7251 U.S. BANK NA 0304 LEMOORE HARD 0304 LEMOORE HARD 0304 LEMOORE HARD	TION TION WARE WARE TION TION WARE WARE	484.96 295.40 106.47 120.08 67.96 55.92 41.94 37.53 6.75 17.15	.00 .00 .00 .00 .00 .00	SHEATING PANEL SFETY VEST WORK SUPPLIES AA BATTERY IRON PIPE WRENCH WATER WATER WATER REDLINE V BARB ADAPTER MINI TUBING CUTTER
9 /23 03/17/23 9 /23 03/17/23 9 /23 03/17/23	21	16890 16890 16890	0304 LEMOORE HARD 0304 LEMOORE HARD 0304 LEMOORE HARD	WARE	-5.35 33.71 27.30 55.66	.00	AIR FITTING MINI CLAMP,BARB ADAPT AIR FITTING
9 /23 03/17/23 9 /23 03/17/23 9 /23 03/17/23	21 11685 -02	16902 16900 16881	0388 REED ELECTRI 0876 QUAD KNOPF, 5814 CITY OF HANF	INC.	130.00 2,584.00 4,372.00 7,086.00	-2,584.00	STORM DRAIN DIF WW AND STORM DRAIN PO WASTEWATER DISPATCH SERVI
4340 UTILIT 9 /23 03/17/23 TOTAL UTILIT	21	16896	0363 PG&E	.00	17,502.14 17,502.14	.00	01/19/2023-02/16/2023
9 /23 03/17/23 9 /23 03/17/23		16905 16905	2799 TELSTAR INST 2799 TELSTAR INST		3,832.03 189.23 4,021.26		HYDRORANGER SALES TAX
TOTAL SEWER				.00	29,899.22	-10,977.26	

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PEI PAGE NUMBER: 15 DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE	T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
9 /23 03/17/	FESSIONAL CONTRACT 23 21 11690 -02 FESSIONAL CONTRACT	16900	0876 QUAD KNOPF,	INC. .00	4,019.76 4,019.76	-4,019.76 INCREASE LINE -4,019.76
TOTAL SEW	ER LIFT STATION 9A			.00	4,019.76	-4,019.76

PEI PAGE NUMBER: 16 DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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 9 /23 03 TOTAL	PROFESSIONAL CONTRACT 1/17/23 21 11689 -01 1 PROFESSIONAL CONTRACT	L6900	0876 QUAD KNOPF,	INC. .00	8,375.00 8,375.00	-8,375.00 -8,375.00	FOX DITCH ENGINEERING
TOTAL	STORM DRAIN BELLHAVEN/	/COL		.00	8,375.00	-8,375.00	
TOTAL	SEWER& STORM WTR DRAIN	NAGE		.00	42,293.98	-23,372.02	

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CITY OF LEMOORE TIME: 15:26:23 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03 TOTAL	/17/23 21 1	AL CONTRACT 1683 -01 1 AL CONTRACT	.6910	7238 WESTSCAPES	.00	3,583.00 3,583.00	-3,583.00 LLMD 1 -3,583.00
TOTAL	LLMD ZONE	1 WESTFIELD			.00	3,583.00	-3,583.00
TOTAL	LLMD ZONE	1			.00	3,583.00	-3,583.00

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CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

TIME: 15:26:23

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

ACCOUNT D	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
9 /23 03/	/17/23 21 1	IAL CONTRACT .1682 -01 1 IAL CONTRACT	L6910	7238 WESTSCAPES	.00	452.00 452.00	-452.00 LLMD 3 -452.00
TOTAL	LLMD ZONE	3 SILVA ESTA	ATES		.00	452.00	-452.00
TOTAL	LLMD ZONE	3 SILVA ESTA	ATES		.00	452.00	-452.00

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03 TOTAL	/17/23 21 1	AL CONTRACT 1680 -01 1 AL CONTRACT	6910	7238 WESTSCAPES	.00	75.00 75.00	-75.00 LLMD 5 -75.00
TOTAL	LLMD ZONE	5 WILDFLOWER	1		.00	75.00	-75.00
TOTAL	LLMD ZONE	5 WILDFLOWER			.00	75.00	-75.00

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT D	ATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
9 /23 03/	17/23 21 1	AL CONTRACT 1681 -01 1 AL CONTRACT	.6910	7238 WESTSCAPES	.00	162.00 162.00	-162.00 LLMD 6 -162.00
TOTAL	LLMD ZONE	6 CAPISTRANO	)		.00	162.00	-162.00
TOTAL	LLMD ZONE	6 CAPISTRANO	)		.00	162.00	-162.00

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT I	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03, TOTAL	/17/23 21 3	NAL CONTRACT 11679 -01 1 NAL CONTRACT	L6910	7238 WESTSCAPES	.00	291.00 291.00	-291.00 LLMD 7 -291.00
TOTAL	LLMD ZONE	7 SILVERADO			.00	291.00	-291.00
TOTAL	LLMD ZONE	7 SILVERADO			.00	291.00	-291.00

PEI PAGE NUMBER: 22 DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

TIME: 15:26:23

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

ACCOUNT	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03 TOTAL	/17/23 21 1	NAL CONTRACT L1678 -01 1 NAL CONTRACT	6910	7238 WESTSCAPES	.00	412.00 412.00	-412.00 LLMD 8A -412.00
TOTAL	LLMD ZONE	8 COUNTRY CL	.UB		.00	412.00	-412.00
TOTAL	LLMD ZONE	8 COUNTRY CL	.UB		.00	412.00	-412.00

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03 TOTAL	/17/23 21 1	NAL CONTRACT 11677 -01 1 NAL CONTRACT	6910	7238 WESTSCAPES	.00	434.00 434.00	-434.00 LLMD 8B -434.00
TOTAL	LLMD ZONE	8B GREENS			.00	434.00	-434.00
TOTAL	LLMD ZONE	8B GREENS			.00	434.00	-434.00

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03 TOTAL	/17/23	21 13	AL CONTRACT 1672 -01 1 AL CONTRACT	6910	7238 WESTSCAPES	.00	599.00 599.00	-599.00 PFMD 1 -599.00
TOTAL	PFMD Z	ONE 1	1			.00	599.00	-599.00
TOTAL	PFMD Z	ONE 1	1			.00	599.00	-599.00

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03 TOTAL	/17/23	21 11	AL CONTRACT 1671 -01 1 AL CONTRACT	6910	7238 WESTSCAPES	.00	1,771.00 1,771.00	-1,771.00 PFMD 2 -1,771.00
TOTAL	PFMD Z	ONE 2	2			.00	1,771.00	-1,771.00
TOTAL	PFMD Z	ONE 2	2			.00	1,771.00	-1,771.00

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT	DATE T/	C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03 TOTAL	/17/23 21	ONAL CONTRACT 11670 -01 ONAL CONTRACT	16910	7238 WESTSCAPES	.00	525.00 525.00	-525.00 PFMD 3 -525.00
TOTAL	PFMD ZON	≣ 3			.00	525.00	-525.00
TOTAL	PFMD ZON	≣ 3			.00	525.00	-525.00

PEI PAGE NUMBER: 27 DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT D	ATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
9 /23 03/	17/23 21	NAL CONTRACT 11669 -01 1 NAL CONTRACT	.6910	7238 WESTSCAPES	.00	439.00 439.00	-439.00 PFMD 4 -439.00
TOTAL	PFMD ZONE	4			.00	439.00	-439.00
TOTAL	PFMD ZONE	4			.00	439.00	-439.00

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03 TOTAL	/17/23 21 1	AL CONTRACT 1668 -01 1 AL CONTRACT	.6910	7238 WESTSCAPES	.00	699.00 699.00	-699.00 PFMD 5 -699.00
TOTAL	PFMD ZONE	5			.00	699.00	-699.00
TOTAL	PFMD ZONE	5			.00	699.00	-699.00

PAGE NUMBER: 29 PEI DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

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SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

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

ACCOUNT	DATE 7	г/с	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03 TOTAL	/17/23 2	21 11	AL CONTRACT 1667 -01 1 AL CONTRACT	6910	7238 WESTSCAPES	.00	398.00 398.00	-398.00 PFMD 6 -398.00
TOTAL	PFMD ZO	ONE 6	5			.00	398.00	-398.00
TOTAL	PFMD Z	ONE 6	5			.00	398.00	-398.00

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TIME: 15:26:23 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

FUND - 258 - PFMD ZONE 8 BUDGET UNIT - 4878 - PFMD ZONE 8

ACCOUNT	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03 TOTAL	/17/23 21 1	AL CONTRACT 1666 -01 1 AL CONTRACT	.6910	7238 WESTSCAPES	.00	557.00 557.00	-557.00 PFMD 8 -557.00
TOTAL	PFMD ZONE	8			.00	557.00	-557.00
TOTAL	PFMD ZONE	8			.00	557.00	-557.00

PAGE NUMBER: 31 PEI DATE: 03/17/2023 CITY OF LEMOORE AUDIT11

TIME: 15:26:23 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

FUND - 259 - PFMD ZONE 9 BUDGET UNIT - 4879 - PFMD ZONE 9

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
9 /23 03/17/	/23 21 1	AL CONTRACT 1665 -01 1 AL CONTRACT	.6910	7238 WESTSCAPES	.00	579.00 579.00	-579.00 PFMD 9 -579.00
TOTAL PFM	D ZONE	9			.00	579.00	-579.00
TOTAL PFM	ND ZONE	9			.00	579.00	-579.00
TOTAL REPORT	Г				.00	277,313.87	-238,602.90

PAGE NUMBER: 1 PEI DATE: 03/17/2023 AUDIT311

CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS TIME: 15:29:10

SELECTION CRITERIA: account.acct between '1011' and '2011'AND transact.yr='23' and transact.period='9' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

FUND - 001 - GENERAL FUND

ACCOUNT DATE T/C REFERENCE	VENDOR/PAYER	DEBIT	CREDIT DESCRIPTION
1550 PREPAID EXPENSE 9 /23 03/17/23 21 16901 TOTAL PREPAID EXPENSE	7165 QUADIENT FINANCE USA	2,000.00 2,000.00	POSTAGE LOAD
TOTAL GENERAL FUND		2,000.00	.00
TOTAL REPORT		2,000.00	.00

PAGE NUMBER: 1 PEI DATE: 03/17/2023 CITY OF LEMOORE AUDIT311

#### TIME: 15:28:21 GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='23' and transact.period='9' and transact.batch='MJ031723' ACCOUNTING PERIOD: 9/23

### FUND - 120 - FACILITIES RENTAL FUND

ACCOUNT DATE T/C	REFERENCE VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
9 /23 03/17/23 21 9 /23 03/17/23 21 9 /23 03/17/23 21	L 16885 T3314 JENNETTE MILES L 16861 T3242 JESSICA AMBRIZ L 16859 T3312 ALLEN CHIEZE L 16893 T3316 NELDA SATUMBAGA L 16903 T3313 ROGER GALAMGAM		250.00 250.00 250.00 250.00 300.00 1,300.00	VET REFUND 8000000620 CIVIC REF 07000012383 ORG REC 07000012415 VET REFUND 8000000920 CMC REFUND 800000780
9 /23 03/17/23 21 9 /23 03/17/23 21 9 /23 03/17/23 21	L 16885 T3314 JENNETTE MILES L 16861 T3242 JESSICA AMBRIZ L 16859 T3312 ALLEN CHIEZE L 16893 T3316 NELDA SATUMBAGA L 16903 T3313 ROGER GALAMGAM	250.00 250.00 4 250.00	.00	VET REFUND 8000000620 CIVIC REF 07000012383 ORG REC 07000012415 VET REFUND 8000000920 CMC REFUND 8000000780
TOTAL FACILITIES R	RENTAL FUND	1,300.00	1,300.00	
TOTAL REPORT		1,300.00	1,300.00	

# Warrant Register 3-31-2023

PEI PAGE NUMBER: 1 DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBR	ANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONTR 9 /23 03/31/23 21 9 /23 03/31/23 21 11639 - TOTAL PROFESSIONAL CONTR	17037 01 17009	5352 STERICYCLE, 2849 KINGS COUNTY		9.22 1,666.67 1,675.89		SHRED SVC 02/23/2023 MONTHLY CONTRIBUTION (20,
4340 UTILITIES 9 /23 03/31/23 21 9 /23 03/31/23 21 9 /23 03/31/23 21 TOTAL UTILITIES	17035 17022 17022	6266 SPARKLETTS T1356 NATHAN OLSOI T1356 NATHAN OLSOI		24.92 79.67 79.67 184.26	.00	WATER DELIVERY SVC CELL REIMB FEB 2023 CELL REIMB MAR 2023
TOTAL CITY MANAGER			.00	1,860.15	-1,666.67	

PAGE NUMBER: 2 PEI DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE	T/C ENCUMBRAN	C REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /23 03/31/	NTING & PUBLICATI /23 21 11743 -01 NTING & PUBLICATI	17042	7181 SANTA MARIA	A CALI .00	160.36 160.36	-160.36 -160.36	LEGAL NOTICES
9 /23 03/31/	LITIES /23 21 LITIES	17035	6266 SPARKLETTS	.00	24.92 24.92	.00	WATER DELIVERY SVC
TOTAL CIT	Y CLERK'S OFFICE			.00	185.28	-160.36	

PAGE NUMBER: 3 PEI DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR B	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/31/23 21 17021 9 /23 03/31/23 21 17021 TOTAL OPERATING SUPPLIES	7317 ODP BUSINESS SO 7317 ODP BUSINESS SO		26.43 51.47 77.90	.00 OFFICE SUPPLIES .00 OFFICE SUPPLIES .00
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/31/23 21 11629 -01 17043 9 /23 03/31/23 21 11629 -01 17043 9 /23 03/31/23 21 11629 -01 17043 9 /23 03/31/23 21 11718 -01 17026 9 /23 03/31/23 21 11718 -02 17026 TOTAL PROFESSIONAL CONTRACT SVC	7278 TYLER TECHNOLOG 7278 TYLER TECHNOLOG 7278 TYLER TECHNOLOG 6316 PRICE PAIGE & C 6316 PRICE PAIGE & C	SI CO	752.00 1,280.00 1,920.00 13,302.00 10,640.00 27,894.00	-752.00 APPLICATION SERVICES/ FEE -1,280.00 APPLICATION SERVICES/ FEE -1,920.00 APPLICATION SERVICES/ FEE -13,302.00 CONSULTING SERVICES RELAT -10,640.00 ADDITIONAL CONSULTING & T -27,894.00
4340 UTILITIES 9 /23 03/31/23 21 17035 TOTAL UTILITIES	6266 SPARKLETTS	.00	43.12 43.12	.00 WATER DELIVERY SVC
TOTAL FINANCE		.00	28,015.02	-27,894.00

PEI PAGE NUMBER: 4 DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

TIME: 08:49:14

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

ACCOUNT DATE T	C ENCUMBRANC REFERENCE	CE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
9 /23 03/31/23 2	IONAL CONTRACT SVC 1 17037 IONAL CONTRACT SVC	5352 STERICYCLE	, INC.	9.22 9.22	.00 SHRED SVC 02/23/2023
4340 UTILITI 9 /23 03/31/23 2 TOTAL UTILITI	17035	6266 SPARKLETTS	.00	24.92 24.92	.00 WATER DELIVERY SVC
TOTAL PLANNIN	G		.00	34.14	.00

PAGE NUMBER: 5 PEI DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR B	UDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/31/23 21 17037 9 /23 03/31/23 21 11621 -01 16988 9 /23 03/31/23 21 12095 -01 17002 9 /23 03/31/23 21 12095 -01 17002 TOTAL PROFESSIONAL CONTRACT SVC	5352 STERICYCLE, INC 5758 MARK FERNANDES 7382 JOHNSON CONTROL 7382 JOHNSON CONTROL	S	3.07 2,300.00 1,608.75 1,608.75 5,520.57	-2,300.00 -1,608.75	SHRED SVC 02/23/2023 PD, SARAH MOONEY, AND CMC SOURCEWELL SERVICE AGREEM SOURCEWELL SERVICE AGREEM
4350 REPAIR/MAINT SERVICES 9 /23 03/31/23 21 11793 -01 16995 TOTAL REPAIR/MAINT SERVICES	3045 HAYES GARAGE DO	0 .00	765.00 765.00	-765.00 -765.00	INSTALL REMOTE RECEIVER F
TOTAL MAINTENANCE DIVISION		.00	6,285.57	-6,282.50	

PAGE NUMBER: 6 PEI DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

## EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

TIME: 08:49:14

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BU	JDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/31/23 21 12025 -01 17034 9 /23 03/31/23 21 12025 -02 17034 9 /23 03/31/23 21 12025 -03 17034 9 /23 03/31/23 21 12025 -04 17034 TOTAL OPERATING SUPPLIES	0531 SAN DIEGO POLICE 0531 SAN DIEGO POLICE 0531 SAN DIEGO POLICE 0531 SAN DIEGO POLICE	<u> </u>	703.60 538.62 90.06 112.00 1,444.28	-538.62 -90.06	12GA BUCK AMMO 12GA SLUG AMMO TAX SHIPPING
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/31/23 21 11710 -01 17010 9 /23 03/31/23 21 12088 -01 16975 TOTAL PROFESSIONAL CONTRACT SVC	0772 COUNTY OF KINGS 6864 AXON ENTERPRISE,	.00	5,081.04 5,452.00 10,533.04		INFORMATION TECHNOLOGY SE DYNAMIC BUNDLE. SOFTWARE
4330 PRINTING & PUBLICATIONS 9 /23 03/31/23 21 17010 9 /23 03/31/23 21 12087 -01 16998 9 /23 03/31/23 21 12087 -02 16998 9 /23 03/31/23 21 12087 -03 16998 TOTAL PRINTING & PUBLICATIONS	0772 COUNTY OF KINGS 6405 EINERSON'S PREPR 6405 EINERSON'S PREPR 6405 EINERSON'S PREPR	₹ ₹	353.66 1,195.00 99.78 135.48 1,783.92	-1,195.00 -99.78	PRINT SHOP FEB 2023 TRAFFIC CITATION BOOKS TAX SHIPPING
4340 UTILITIES 9 /23 03/31/23 21 17048 TOTAL UTILITIES	0116 VERIZON WIRELESS	5 .00	2,025.10 2,025.10	.00	02/17/2023-03/16/2023
4360 TRAINING 9 /23 03/31/23 21 17020 9 /23 03/31/23 21 17032 9 /23 03/31/23 21 16989 9 /23 03/31/23 21 17029 9 /23 03/31/23 21 17007 9 /23 03/31/23 21 17007 9 /23 03/31/23 21 17033 9 /23 03/31/23 21 16981 9 /23 03/31/23 21 16993 9 /23 03/31/23 21 16993 9 /23 03/31/23 21 16993 9 /23 03/31/23 21 17031 9 /23 03/31/23 21 17031 9 /23 03/31/23 21 17031 9 /23 03/31/23 21 17031	5123 RYAN O'BARR T061 STEVEN ROSSI 7093 BRIAN FERREIRA T786 KYLE REYNOLDS T2575 KAYLA KRUG T2112 SADIE RISK 7168 WESLEY CORRAL 7179 NICHOLAS GONZALE 7179 NICHOLAS GONZALE T061 STEVEN ROSSI 6487 CITY OF FRESNO-P	<u> </u>	140.00 28.00 56.00 56.00 70.00 70.00 247.00 247.00 247.00 621.00 1,838.00	.00 .00 .00 .00 .00 .00 .00	POST SUPERVISOR COURS SPORT AND SPECIAL PERISHABLE SKILLS TRA PERISHABLE SKILLS TRA PERISHABLE SKILLS TRA TRAFFIC COLLISION INV TRAFFIC COLLISION INV ICI SEXUAL ASSAULT CO CAMPUS LAW ENFORCEMEN CAMPUS LAW ENFORCEMEN PERISHABLE SKILLS TRAININ
4825 MACHINERY & EQUIPMENT 9 /23 03/31/23 21 12112 -01 17044 9 /23 03/31/23 21 12112 -02 17044 9 /23 03/31/23 21 12112 -03 17044 TOTAL MACHINERY & EQUIPMENT	2413 U.S. ARMOR CORPO 2413 U.S. ARMOR CORPO 2413 U.S. ARMOR CORPO	)	1,310.00 114.63 20.32 1,444.95	-114.63	BALLISTIC VEST TAX SHIPPING
TOTAL POLICE		.00	19,069.29	-15,473.53	

RUN DATE 03/31/2023 TIME 08:49:14

PAGE NUMBER: 7 PEI DATE: 03/31/2023 AUDIT11

CITY OF LEMOORE TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE	T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
	R/MAINT SUPPLIES						
9 /23 03/31/23 9 /23 03/31/23		17014 17014	0314 LEMOORE AUTO		108.76 26.89		WIPER BLADE HEADLIGHT RESTORE KIT
9 /23 03/31/23		17014	0314 LEMOORE AUTO		53.61		6/12V 4A BAT CHARGER
TOTAL REPAI	R/MAINT SUPPLIES			.00	189.26	.00	,
TOTAL FIRE				.00	189.26	.00	

PAGE NUMBER: 8 PEI DATE: 03/31/2023 AUDIT11

CITY OF LEMOORE TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/31/23 21 17037 TOTAL PROFESSIONAL CONTRACT SVC	5352 STERICYCLE,	INC. .00	9.22 9.22	.00 SHRED SVC 02/23/2023
TOTAL BUILDING INSPECTION		.00	9.22	.00

PAGE NUMBER: 9 PEI DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRAN	C REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /23 03/31/23 21 11657 -04 9 /23 03/31/23 21 11657 -05 9 /23 03/31/23 21 11657 -05 9 /23 03/31/23 21 11657 -05 9 /23 03/31/23 21 11657 -05	17037 17028 17028 17028 17028 17028 17028 17028 17028 17028 17028 17028	5352 STERICYCLE, 7318 RANDSTAD 7318 RANDSTAD	.00	9.22 68.13 75.83 75.83 94.78 94.78 612.32 681.54 681.54 851.94 4,097.85	-68.13 -75.83 -75.83 -94.78 -94.78 -612.32 -681.54 -681.54	SHRED SVC 02/23/2023 TEMP EMPLOYEE- PW TEMP EMPLOYEE- PUBLIC WORK TEMP EMPLOYEE-PUBLIC WORK
4340 UTILITIES 9 /23 03/31/23 21 TOTAL UTILITIES	17035	6266 SPARKLETTS	.00	24.92 24.92	.00	WATER DELIVERY SVC
TOTAL PUBLIC WORKS			.00	4,122.77	-4,088.63	

RUN DATE 03/31/2023 TIME 08:49:14

PEI PAGE NUMBER: 10 DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/31/23 21 12083 -01 17016 9 /23 03/31/23 21 12100 -01 17038 9 /23 03/31/23 21 12111 -01 16987 TOTAL OPERATING SUPPLIES	5333 MEDALLION SUP 0428 STONEY'S SAND 0149 EVANGELHO SEE	&	1,056.00 679.90 1,613.68 3,349.58	-1,056.00 FUSES,CONTACTOR, FOR STRE -679.90 COLD MIX -1,613.68 ROUND UP AND WATER TREATM -3,349.58
4340 UTILITIES 9 /23 03/31/23 21 17024 TOTAL UTILITIES	0363 PG&E	.00	1,705.81 1,705.81	.00 02/15/2023-03/16/2023 .00
TOTAL STREETS		.00	5,055.39	-3,349.58

PEI PAGE NUMBER: 11 DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT [	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 9 /23 03/ 9 /23 03/ TOTAL	/31/23 21 /31/23 21		L7037 L6997	5352 STERICYCLE, 7397 HUVALDO JUAN		3.07 120.00 123.07		SHRED SVC 02/23/2023 4: BALLOON CARROTS
TOTAL	RECREATIO	ON			.00	123.07	.00	

PEI PAGE NUMBER: 12 DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR B	UDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/31/23 21 11630 -01 17011 9 /23 03/31/23 21 11630 -01 17011 9 /23 03/31/23 21 11634 -01 17012 9 /23 03/31/23 21 11975 -01 17040 9 /23 03/31/23 21 12114 -01 16983 TOTAL PROFESSIONAL CONTRACT SVC	6543 KINGS INDUSTRIA 6543 KINGS INDUSTRIA 6717 LAW & ASSOCIATE 0809 TAG-AMS, INC. 2399 DEPARTMENT OF J	L S	95.00 300.00 1,400.00 135.00 762.00 2,692.00	-300.00 -1,400.00 -135.00	PHYSICALS FY 2023 PHYSICALS FY 2023 BACKGROUND CHECKS EMPLOYEE RANDOM DRUG TEST FINGERPRINTS-DOJ
4980 LEGAL EXPENSE 9 /23 03/31/23 21 12116 -01 17015 9 /23 03/31/23 21 12116 -01 17015 TOTAL LEGAL EXPENSE	2283 LIEBERT CASSIDY 2283 LIEBERT CASSIDY		132.50 3,603.00 3,735.50		ERMA MATTER ERMA MATTER
TOTAL HUMAN RESOURCES		.00	6,427.50	-6,427.50	

PEI PAGE NUMBER: 13 DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

FUND - 001 - GENERAL FUND BUDGET UNIT - 5029 - SIDEWALK REPAIR PROGRAM

ACCOUNT	DATE T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 9 /23 03 TOTAL	PROFESSIONAL CONTRACT S 3/31/23 21 17 PROFESSIONAL CONTRACT S	7001	T3323 JEREMY	JENNINGS .00	2,500.00 2,500.00	.00 SIDEWALK REPAIR .00
TOTAL	SIDEWALK REPAIR PROGRAM	М		.00	2,500.00	.00
TOTAL	GENERAL FUND			.00	73,876.66	-65,342.77

#### TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE	T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /23 03/31/23 9 /23 03/31/23	3 21 3 21 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	17018 16982 16982 16982 16994 16994	6715 INTERSTATE BI 6145 AUTOZONE 0314 LEMOORE AUTO: 6120 O'REILLY AUTO: 0295 LEMOORE AUTO: 0314 LEMOORE AUTO: 0314 LEMOORE AUTO: 6120 O'REILLY AUTO: 0345 MORGAN & SLATI: 6120 O'REILLY AUTO: 0345 MORGAN & SLATI: 6715 INTERSTATE BI: 7236 N & S TRACTOR: 0314 LEMOORE AUTO: 6145 AUTOZONE 0345 MORGAN & SLATI: 6715 INTERSTATE BI: 0068 GARY V. BURRO! 7236 N & S TRACTOR 5289 CUMMINS SALES 5289 CUMMINS SALES	SUP PA INC WRE SUP SUP ES, PA LLI SUP ES, LLI WS, AN AN AN AN AN AN LER LER	-189.12 -110.66 8.02 18.02 83.91 91.16 92.81 94.04 96.58 125.24 141.07 49.79 51.91 208.92 253.06 274.30 302.81 2,945.42 681.84 670.70 -2,171.81 7,766.11 626.93 882.65 539.29 13,532.99	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	LAMP-BULLET MARKER ENGINE MOUNT FRONT WHEEL NUT STOPLIGHT SW MOULDING SIDE VIEW MIRROR FUEL LINE HOSE BATTERY BLOWER MOTOR, AUX BLW CHANNEL 7 CUT 10' AIR FILTER LED-CAB MARKER LAMP FILTERS AIR, FUE, ENG HYDRAULIC HOSE-BULK BREAK DISC BREAK PADS KOSHIN SEAL SENSOR-COOLANT LEVEL CHANGE ORDER 2 -ADD FUNDS FILTERS FOR STOCK AFTERTREATMENT DOSSER INJ INJECTORS FOR REFUSE TRUC INJECTORS FOR REFUSE TRUC INJECTORS FOR REFUSE TRUC STEERING KNUCKLE FOR UNIT NEW WHEELS AND SHIELDING NEW LED LIGHT FOR FIRE 11
4350 REPAI 9 /23 03/31/23 9 /23 03/31/23 9 /23 03/31/23 9 /23 03/31/23 9 /23 03/31/23	R/MAINT SERVICES 3 21 1 3 21 1 3 21 1 3 21 12090 -01 1		3088 JONES TOWING, 7220 PLAIN INSANE ( 7220 PLAIN INSANE ( 7394 J&R ADVANCED ( 2956 JONES COLLISIO	IN GRA GRA TOO	100.00 32.18 348.13 1,806.08 6,768.07 9,054.46	.00 .00 .00 -1,806.08	TOW 2019 DODGE CHARGE CUSTOM PRINTED DECAL CUT VINYL DECAL PACKER CYLINDER REPAIR BODY WORK AND PAINT
TOTAL FLEET	MAINTENANCE			.00	22,587.45	-22,687.09	
TOTAL FLEET	MAINTENANCE			.00	22,587.45	-22,687.09	

PEI PAGE NUMBER: 15 DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	E VENDOR BUDGE	T EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/31/23 21 12115 -01 16986 9 /23 03/31/23 21 12115 -02 16986 TOTAL PROFESSIONAL CONTRACT SVC	7184 EMPLOYMENT RISK 7184 EMPLOYMENT RISK	113,707.00 162,212.00 0 275,919.00	-113,707.00 LIABILITY PROGRAM 4TH QTR -162,212.00 WORKERS' COMPENSATION PRO -275,919.00
TOTAL RISK MANAGEMENT	.(	0 275,919.00	-275,919.00
TOTAL RMA - INT GOVT SVC	.(	0 275,919.00	-275,919.00

# EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123'

ACCOUNTING PERIOD: 9/23

FUND - 050 - WATER BUDGET UNIT - 4250 - WATER

TIME: 08:49:14

ACCOUNT DATE T/C ENCUMBRANC REFERENCE VENDOR BUDGET EXPENDITURES **ENCUMBRANCES DESCRIPTION** 4220CH CHLORINE OPERATING SUPPLY 9 /23 03/31/23 21 11591 9 /23 03/31/23 21 11591 9 /23 03/31/23 21 11591 -01 17045 6058 UNIVAR 1,451.97 -1,451.97 SODIUM HYPOCHLORITE-CHLOR -01 17045 6058 UNIVAR 1.928.22 -1.928.22 SODIUM HYPOCHLORITE-CHLOR -01 17045 6058 UNIVAR 2,323.15 -2,323.15 SODIUM HYPOCHLORITE-CHLOR 9 /23 03/31/23 21 11591 9 /23 03/31/23 21 11591 9 /23 03/31/23 21 11591 9 /23 03/31/23 21 11591 6058 UNIVAR 2,395.75 2,834.24 -01 17045 -2,395.75 SODIUM HYPOCHLORITE-CHLOR -2.834.24 SODIUM HYPOCHLORITE-CHLOR -01 17045 6058 UNIVAR 3,013.73 -3,013.73 SODIUM HYPOCHLORITE-CHLOR -01 17045 6058 UNIVAR 9 /23 03/31/23 21 11591 9 /23 03/31/23 21 11591 9 /23 03/31/23 21 11591 3,013.73 -3,013.73 SODIUM HYPOCHLORITE-CHLOR -01 17045 6058 UNIVAR -01 17045 6058 UNIVAR 3,122.22 -3,122.22 SODIUM HYPOCHLORITE-CHLOR 9 /23 03/31/23 21 11591 -01 17045 6058 UNIVAR 3,775.12 -3,775.12 SODIUM HYPOCHLORITE-CHLOR TOTAL CHLORINE OPERATING SUPPLY .00 23,858.13 -23,858.134310 PROFESSIONAL CONTRACT SVC 9 /23 03/31/23 21 11588 9 /23 03/31/23 21 11588 9 /23 03/31/23 21 11588 9 /23 03/31/23 21 11588 -01 16977 202.00 1397 BSK ANALYTICAL L -202.00 WATER TREATMENT LABS AND -01 16977 1397 BSK ANALYTICAL L 282.00 -282.00 WATER TREATMENT LABS AND -01 16977 1397 BSK ANALYTICAL L 282.00 -282.00 WATER TREATMENT LABS AND 9 /23 03/31/23 21 11588 9 /23 03/31/23 21 11588 9 /23 03/31/23 21 11588 9 /23 03/31/23 21 11588 9 /23 03/31/23 21 11588 9 /23 03/31/23 21 11588 9 /23 03/31/23 21 11588 -282.00 WATER TREATMENT LABS AND -1,318.00 WATER TREATMENT LABS AND -01 16977 1397 BSK ANALYTICAL L 282.00 1,318.00 -01 16977 1397 BSK ANALYTICAL L 17037 5352 STERICYCLE, INC. 6.15 .00 SHRED SVC 02/23/2023 -01 16977 1397 BSK ANALYTÍCAL L 106.00 -106.00 WATER TREATMENT LABS AND -178.00 WATER TREATMENT LABS AND -01 16977 1397 BSK ANALYTICAL L 178.00 -01 16977 1397 BSK ANALYTICAL L 202.00 -202.00 WATER TREATMENT LABS AND 9 /23 03/31/23 21 11691 9 /23 03/31/23 21 11870 9 /23 03/31/23 21 12086 -01 17036 6663 SUSP, INC 6,970.00 -6,970.00 LEMOORE CPO SERVICES 6663 SUSP, INC -5,185.87 SUSP REIMBURSABLE COSTS -01 17036 5,185.87 -01 17041 7,458.66 -7,458.66 SCADA PROCESSOR TROUBLESH 2799 TELSTAR INSTRUME 9 /23 03/31/23 21 12086 -02 17041 2799 TELSTAR INSTRUME 363.42 -363.42 SALES TAX PROFESSIONAL CONTRACT SVC 22,836.10 -22,829.95 4340 UTILITIES 9 /23 03/31/23 21 135.04 17035 6266 SPARKLETTS .00 WATER DELIVERY SVC UTILITIES .00 135.04 TOTAL .00 TOTAL WATER .00 46,829.27 -46,688.08

PEI PAGE NUMBER: 17 DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT	DATE T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
	OPERATING 3/31/23 21 3/31/23 21 OPERATING	1	17021 17021	7317 ODP BUSINESS 7317 ODP BUSINESS		9.65 36.09 45.74		OFFICE SUPPLIES OFFICE SUPPLIES
4340 9 /23 03 TOTAL	UTILITIES 3/31/23 21 UTILITIES	1	17035	6266 SPARKLETTS	.00	43.12 43.12	.00	WATER DELIVERY SVC
TOTAL	UTILITY OF	FICE			.00	88.86	.00	
TOTAL	WATER				.00	46,918.13	-46,688.08	

PEI PAGE NUMBER: 18 DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT	DATE T/C ENCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
	RENTALS & LEASES /31/23 21 11870 -02 17036 /31/23 21 11997 -01 17039 RENTALS & LEASES	6663 SUSP, INC 6404 SUNBELT RENTAL	.s, .00	4,249.05 8,922.65 13,171.70		REIMBURSABLE SUNBELT 320 KW DIESEL GENERATOR
TOTAL	WATER INCIDENT		.00	13,171.70	-13,171.70	
TOTAL	WATER INCIDENT FUND		.00	13,171.70	-13,171.70	

PEI PAGE NUMBER: 19 DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

FUND - 056 - REFUSE BUDGET UNIT - 4256 - REFUSE

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	E VENDOR BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220 OPERATING SUPPLIES 9 /23 03/31/23 21 17014 9 /23 03/31/23 21 17017 9 /23 03/31/23 21 12113 -01 16980 TOTAL OPERATING SUPPLIES	0314 LEMOORE AUTO SUP 0345 MORGAN & SLATES, 7303 CONFAB .00	19.30 173.17 17,979.43 18,171.90	.00 FLAT WASHER .00 ALUMINUM SCOOP -17,979.43 3 YARD DUMPSTERS -17,979.43
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/31/23 21 17037 9 /23 03/31/23 21 11552 -01 16985 TOTAL PROFESSIONAL CONTRACT SVC	5352 STERICYCLE, INC. 6869 WELLS FARGO BANK .00	6.15 769.42 775.57	.00 SHRED SVC 02/23/2023 -769.42 TEMP POSITION -769.42
TOTAL REFUSE	.00	18,947.47	-18,748.85
TOTAL REFUSE	.00	18,947.47	-18,748.85

#### TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUE	OGET E	XPENDITURES	ENCUMBRANCES	DESCRIPTION
4170 UNIFORM ALLOWANCE 9 /23 03/31/23 21 17030 TOTAL UNIFORM ALLOWANCE	T3320 ROBERT CAPUCHING	.00	146.42 146.42	.00	BOOT REIMBURSEMENT
4220 OPERATING SUPPLIES 9 /23 03/31/23 21 17014 9 /23 03/31/23 21 12098 -01 17046 TOTAL OPERATING SUPPLIES	0314 LEMOORE AUTO SUP 2038 USA BLUEBOOK	.00	35.36 568.53 603.89		ULTRA BLUE GSKT MAKR RHINO JAKE
4230 REPAIR/MAINT SUPPLIES  9 /23 03/31/23 21 16991  9 /23 03/31/23 21 17016  9 /23 03/31/23 21 17014  9 /23 03/31/23 21 17014  9 /23 03/31/23 21 17014  9 /23 03/31/23 21 11913 -01 16984  9 /23 03/31/23 21 11913 -02 16984  9 /23 03/31/23 21 11913 -03 16984  9 /23 03/31/23 21 12913 -03 16984  9 /23 03/31/23 21 12085 -01 16976  9 /23 03/31/23 21 12085 -02 16976  9 /23 03/31/23 21 12085 -01 16991  9 /23 03/31/23 21 12096 -01 16991  9 /23 03/31/23 21 12097 -01 17038  TOTAL REPAIR/MAINT SUPPLIES	2410 GAR BENNETT, LLC 5333 MEDALLION SUPPLY 5333 MEDALLION SUPPLY 0314 LEMOORE AUTO SUP 5018 ELECTRIC MOTOR S 5018 ELECTRIC MOTOR S 5018 ELECTRIC MOTOR S 5140 BOGIE'S PUMP SYS 5140 BAR BENNETT, LLC 0428 STONEY'S SAND &	.00	26.60 43.46 177.64 186.05 5,200.00 377.00 536.25 483.80 32.63 524.95 2,187.34 9,775.72	.00 .00 .00 -5,200.00 -377.00 -536.25 -483.80 -32.63 -524.95	QUICK-SET CEMENT THRD REDUCER SELECTOR SWITCH ADJ. PINTLE MOUNT AQUA-JET AERATOR MOTOR SALES TAX LINE INCREASE FLOAT SWITCH SALES TAX OILER PARTS BLUE CRUSH ROCK
4310 PROFESSIONAL CONTRACT SVC 9 /23 03/31/23 21 17037 TOTAL PROFESSIONAL CONTRACT SVC	5352 STERICYCLE, INC.	.00	6.16 6.16	.00	SHRED SVC 02/23/2023
4340 UTILITIES 9 /23 03/31/23 21 17035 TOTAL UTILITIES	6266 SPARKLETTS	.00	38.97 38.97	.00	WATER DELIVERY SVC
TOTAL SEWER		.00	10,571.16	-9,910.50	
TOTAL SEWER& STORM WTR DRAINAGE		.00	10,571.16	-9,910.50	

PAGE NUMBER: 21 PEI DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

FUND - 155 - HOUSING AUTHORITY FUND BUDGET UNIT - 4953 - HOUSING AUTHORITY FUNDS

ACCOUNT DATE T/C E	NCUMBRANC REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4485 PROPERTY TAXI 9 /23 03/31/23 21 9 /23 03/31/23 21 9 /23 03/31/23 21 9 /23 03/31/23 21 TOTAL PROPERTY TAXI	16978 16978 16978 16978	1000 CITY OF LEMOC 1000 CITY OF LEMOC 1000 CITY OF LEMOC 1000 CITY OF LEMOC	ORE ORE	55.42 55.42 55.42 55.42 221.68	.00	023-530-011-000 023-530-017-000 023-530-016-000 023-530-015-000
TOTAL HOUSING AUTHO	ORITY FUNDS		.00	221.68	.00	
TOTAL HOUSING AUTHO	ORITY FUND		.00	221.68	.00	

PAGE NUMBER: 22 PEI DATE: 03/31/2023 CITY OF LEMOORE AUDIT11

TIME: 08:49:14 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.fund between '001' and '300' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

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

ACCOUNT DATE	T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /23 03/31/2	ESSIONAL CONTRACT 3 21 12107 -01 1 ESSIONAL CONTRACT	.6979	5276 CLEAN CUT TRE	EE S .00	950.00 950.00	-950.00 -950.00	TREE TAKE DOWN ACROSS FRO
TOTAL LLMD	ZONE 1 WESTFIELD			.00	950.00	-950.00	
TOTAL LLMD	ZONE 1			.00	950.00	-950.00	
TOTAL REPORT				.00	463,163.25	-453,417.99	

PAGE NUMBER: 1 PEI DATE: 03/31/2023 CITY OF LEMOORE AUDIT311

TIME: 08:51:02 GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='23' and transact.period='9' and transact.batch='MJ033123' ACCOUNTING PERIOD: 9/23

### FUND - 120 - FACILITIES RENTAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
9 /23 9 /23 9 /23	ACCOUNTS 03/31/23 03/31/23 03/31/23 ACCOUNTS	21 21 21	17003 16972 16973	7363 JONATHAN GONZALEZ T3319 ABBIGAIL LIEBENSTEIN T3321 ALMA MILLIAN	.00	250.00 250.00 250.00 750.00	REFUND CMC DEP REFUND VET HALL DEP REFUND VET HALL DEP
9 /23 9 /23 9 /23	CUSTOMER 03/31/23 03/31/23 03/31/23 CUSTOMER	21 21 21	17003 16972 16973	7363 JONATHAN GONZALEZ T3319 ABBIGAIL LIEBENSTEIN T3321 ALMA MILLIAN	250.00 250.00 250.00 750.00	.00	REFUND CMC DEP REFUND VET HALL DEP REFUND VET HALL DEP
TOTAL	FACILITI	ES RE	NTAL FUND		750.00	750.00	
TOTAL REF	PORT				750.00	750.00	

PAGE NUMBER: 1 PEI DATE: 03/31/2023 CITY OF LEMOORE AUDIT31

TIME: 08:50:08 REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='23' and transact.period='9' and transact.account between '3000' and '3999' and transact.batch='MJ03 ACCOUNTING PERIOD: 9/23

FUND - 001 - GENERAL FUND BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
3681 9 /23 TOTAL	RECREATI 3 03/31/23 RECREATI	210	17006	T3322 JUAN GONZALEZ	.00	-95.00 -95.00	.00	REFUND INDOOR SOCCER
TOTAL	GENERAL	FUND			.00	-95.00	.00	
TOTAL	GENERAL	FUND			.00	-95.00	.00	
TOTAL RE	PORT				.00	-95.00	.00	