

LEMOORE CITY COUNCIL COUNCIL CHAMBER 429 C STREET March 5, 2024 5:30 P.M.

## **MEETING AGENDA**

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

- a. CALL TO ORDER
- b. INVOCATION
- c. PLEDGE OF ALLEGIANCE
- d. ROLL CALL

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

### **CLOSED SESSION**

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

1. Liability Claim Government Code Section 54956.95 Claimant: Mr. Danny Sims

### 1 – STUDY SESSION

### 1-1 Code and Standards Review and Update – Group 3 (Brandt)

### 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.

## 2 - CEREMONIAL / PRESENTATION

No Ceremonies or Presentations.

### **3 – DEPARTMENT AND CITY MANAGER REPORTS**

3-1 Department & City Manager Reports

### 4 - CONSENT CALENDAR

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.

- 4-1 Approval Minutes Regular Meeting February 20, 2024
- 4-2 Approval Denial of Claim for Mr. Danny Sims
- 4-3 Approval Appointment of Lemoore Planning Commissioners
- 4-4 Approval Bid Award Bush Street Pedestrian Improvements
- 4-5 Approval Revised Salary Schedule

### 5 – PUBLIC HEARINGS

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

No Public Hearings.

### 6 – NEW BUSINESS

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

- 6-1 Report and Recommendation Review of City Charter (Northcraft)
- 6-2 Report and Recommendation FY 24/25 Budget Calendar (Northcraft)
- 6-3 Report and Recommendation Agreement between the City of Lemoore and Optimized Investment Partners, LLC to Perform Investment Advisory Services (Northcraft)
- 6-4 Report and Recommendation City Manager Recruitment (Northcraft)
- 6-5 Approval Request for Proposals (RFP) Timeline Refuse Services (Rivera)
- 6-6 Approval Investment Policy (Northcraft)

### 7 – BRIEF CITY COUNCIL REPORTS AND REQUESTS

7-1 City Council Reports / Requests

### **ADJOURNMENT**

#### Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, March 19, 2024
- City Council Regular Meeting, Tuesday, April 2, 2024

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 March 5, 2024 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on February 29, 2024.

//s//

Marisa Avalos, City Clerk



## CITY COUNCIL REGULAR MEETING MARCH 5, 2024 @ 5:30 p.m.

The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Lemoore utilizes Zoom teleconferencing technology for virtual public participation; however, the City makes no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of the public through this means is at their own risk. (Zoom teleconferencing/attendance may not be available at all meetings.)

The meeting may be viewed through the following Zoom Meeting:

- Please click the link below to join the webinar:
- https://us06web.zoom.us/j/87868863079?pwd=5Y7Hr0eXZ6z6AMIazgKD39jaW29g6A.1
- Meeting ID: 878 6886 3079
- Passcode: 663237
- Phone: +1 669 900 6833

If you wish to make a general public comment or public comment on a particular item on the agenda, **<u>participants may do so via Zoom during the meeting</u>** or by **<u>submitting public</u>** <u>**comments by e-mail to**</u>: <u>cityclerk@lemoore.com</u>. 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: 1-1

To: Lemoore City Council

From Steve Brandt, City Planner / Kira Noguera, Senior Planner

Date: February 22, 2024 Meeting Date: March 5, 2024

Subject: Development Standards Review and Update – Group 3

## Strategic Initiative:

8	
□ Safe & Vibrant Community	□ Growing & Dynamic Economy
□ Fiscally Sound Government	☑ Operational Excellence
Community & Neighborhood Livability	Not Applicable

## Proposed Motion:

None at this time. Staff is asking for discussion and general direction to bring an ordinance at a future meeting.

## Subject/Discussion:

In 2023, the City Council, Planning Commission, and City Staff discussed, and later adopted, various amendments to Lemoore's Zoning Ordinance and Subdivision Ordinance with the intent that these amendments would encourage additional housing growth. There are additional zoning and development standard topics that are not related to new housing development, or that have come up as a result of new State laws signed in late 2023 that may warrant discussion.

The Planning Commission has recommended several topics that may warrant amendments. These topics have been divided into three groups. The first and second groups were discussed previously. The third and final group will be discussed this evening. In an effort to streamline this process, Staff has decided to end our workshops with this evening's discussion. We will share Council's direction with the Planning Commission and bring ordinance changes to you at a later public hearing.

## **GROUP 3**

The following discussion introduces the topic and provides information about how other nearby cities are dealing with the topic.

**Standards for building homes before the final map is approved** – a new law goes into effect on July 1, 2024, that requires cities, in some circumstances, to issue residential building permits for new homes before the streets are built or the map is finaled. The building and engineering departments will likely want some safety standards added to the ordinance to respond to this new law.

SB 684 (Sen. Anna Caballero) – Ministerial Approval of Up to 10-Unit Housing Projects on Small Sites. SB 684 requires CEQA-exempt ministerial approval for up to 10 units of housing on qualifying multifamily infill sites of no more than 5 acres. Under the law:

Local governments must ministerially approve, without discretionary review or a hearing, a parcel map or a tentative and final map for a housing development project that will result in 10 or fewer parcels and 10 or fewer units, if the lot is no larger than 5 acres, and meets numerous other qualifying criteria, most designed to capture "infill" sites with water and sewer supply that are not environmentally sensitive and avoid demolishing existing housing.

Housing development projects on qualifying sites are exempt from needing to comply with any minimum requirement on the size, width, depth or dimensions of an individual parcel other than a 600-foot minimum parcel size. Qualifying projects are also exempt from the requirement to form a homeowners' association.

A local government must also approve, on a ministerial basis, an application for a housing development project on a lot subdivided by this law and then issue a building permit also on a ministerial basis. A locality may not apply any standards that would preclude development at densities deemed naturally suitable to lower-income household (10-30 units per acre, depending upon the jurisdiction), and the locality is further limited from applying certain setback, parking, floor area and other limitations as specified in the statute.

SB 684 was originally written to be applicable in single-family residential zoning districts but was amended very late in the process to only apply to sites zoned for multifamily housing. Despite this limitation in its scope, the law is notable for being one of few that provide a streamlined, CEQA-exempt approval process for housing without requiring developers to commit to specified labor standards or BMR housing requirements.

The City can require standards to be met for non-discretionary approvals by including the standards in the municipal code. The standards must be objective and able to be applied to all projects. Typical conditions of approval from previous projects can be incorporated into the code to ensure new projects are developed consistent with City standards. It can be difficult to strike a balance with the adopted language to produce quality developments while allowing some flexibility for projects to meet the standards while remaining objective.

Staff recommends that the Planning, Building, and Fire Departments work together to propose development standards that would allow for a safe housing construction environment where streets are not yet built. This will likely include temporary improvements so fire trucks can access the construction site.

**Standard local street cross-section** – In past meetings, Council has shown interest in revisiting the standard width of sidewalks, which is currently 5 feet on local streets and 6 feet on collectors and arterials, as well as landscape parkways (the landscaped area between a curb and a sidewalk) and the issues they bring. This can also look at how and where to require street trees in new developments.

The table below shows that standards are similar across these Valley cities, but variations do exist. The standard listed first is the feature located adjacent to the street curb. For example, the City of Hanford requires a parkway between the street and the sidewalk on local streets but places the sidewalk adjacent to the street on collectors and arterials.

	Local Streets	Collectors	Arterials
City of Lemoore	5' parkway (or no parkway) & 5' sidewalk	5' parkway & 6' sidewalk	5' parkway & 6' sidewalk
City of Hanford	7'6" parkway & 4'6" sidewalk	7'6" parkway & 4'6" sidewalk abutting Residential, 7'6" parkway & 4'6" sidewalk abutting commercial	4'6" sidewalk abutting Residential, 7'6" sidewalk abutting commercial
City of Visalia	5' parkway & 5' sidewalk	5' parkway & 6' sidewalk	5' parkway & 7' sidewalk
City of Corcoran	Variable parkway & 5' sidewalk	Variable parkway & 5' sidewalk	Variable parkway & 5' sidewalk
City of Wasco	6' parkway & 5' sidewalk	Variable parkway (up to 10') & 5' sidewalk abutting residential or 6' sidewalk for all others	Variable parkway (up to 13') & 5' sidewalk abutting residential or 6' sidewalk for all others
City of Dinuba	5' parkway & 5' sidewalk	Variable parkway & 5' minimum sidewalk totaling 15'	Variable parkway & 5' minimum sidewalk totaling 15'

Parkways and street trees make for a more pedestrian friendly streetscape. The placement of trees and parkways between streets and sidewalks can also serve as a safety measure. However, challenges cities face with parkways are usually related to upkeep and maintenance. Small parkways are difficult to landscape, irrigate, and maintain. Planting street trees in small parkways can lead to root damage to roads and sidewalks. We can take these points into consideration and look for standards that encourage walkability, protect infrastructure, and clarify maintenance responsibilities.

**Landscape standards** - for single-family front yards, multi-family housing, and commercial developments. Should we rethink how we want our city to be landscaped? One relatively new issue is whether we should limit the use of artificial turf or have standards for its use.

The state mandates water efficient landscape. Cities have the ability to adopt landscape standards that take into account local conditions. Various options are utilized to achieve water efficiency including mulch, artificial turf, and hardscape such as rocks or gravel. Are current standards producing the landscape environments we want?

Artificial turf may contain chemicals that have been linked to various chronic diseases including cancers, diabetes, and neurological impairments. Micro plastics and chemicals can leach from artificial turf. Some California cities have banned its use completely. In addition to health and environmental concerns, considerations include aesthetics, heat islands, runoff, and reductions in water use.

## Financial Consideration(s):

None.

## Alternatives or Pros/Cons:

None at this time.

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

None at this time. The Planning Commission will need to review and make a recommendation on any proposed changes to the zoning ordinance. Staff plans to hold a study session with the Planning Commission on March 11.

### **Staff Recommendation:**

Staff is asking the Council for advice and direction at this time.

- □ Resolution:
- □ Ordinance:
- 🗆 Мар
- Contract
- □ Other
  - List:

Review:	Date:
Asst. City Manager	
City Attorney	2/29/2024
⊠ City Clerk	2/22/2024
City Manager	2/28/2024
□ Finance	

## February 20, 2024 Minutes Lemoore City Council Regular 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:	GARZA, LYONS (left at 5:54 p.m., returned at 6:30 p.m.) ORTH

City Staff and contract employees present: City Manager Olson; City Attorney Lerner; Management Analyst Reeder; Fleet Superintended Wildes; Community Services Manager Greenlee; Maintenance Coordinator Banuelos; Finance Manager Valdez; Assistant Public Works Director Lopez; City Clerk Avalos.

### 1 – STUDY SESSION

1-1 Utility Billing Software Implementation Update (Olson)

*City Manager Olson provided an update regarding the Utility Billing software implementation which included:* 

- Implementation Kick Off
  - o Implementation of the new utility billing software began December 2022.
    - Conversion and completion of General Ledger had to be completed prior to Utility Billing. General Ledger software went live July 1, 2023.
  - Implementation team consists of 1-2 staff.
  - Expedited conversion timeline due to old software becoming obsolete.
  - Staff Changes
    - Multiple turnover and reorganization of staff occurred during the implementation.
- > Transition
  - Account transition for utility billing customers occurred October 2023
  - New Utility Billing launched November 2023.
    - New 7-Digit Account Number
    - New Bill includes a 12-month consumption history.
    - Each resident was assigned a customer ID number.
    - Customers gained access to self-service portal.
- Utility Billing Issues
  - *Misapplied Payments* 
    - During conversion, a crosswalk which was to link old accounts to new accounts malfunctioned causing some payments to be misapplied.
    - Staff is working to audit accounts and crosswalks have been updated to reduce the misapplied payments.
  - Payments Online
    - Since conversion, the payment processing portal has been unable to link with customer accounts. Resulting in balances not being updated.
    - Notices have been posted on the website and a work order has been established to correct the system link.
    - Expected to be resolved in 8 weeks.
    - All customers need their old account numbers to access paymentus online.
  - Late fees on credit balance accounts or zero balance accounts

- An unknown processing issue has resulted in some credit accounts receiving a late fee.
- Staff is proactively reviewing all accounts with credit balances approximately 900 accounts.
- Removing any late fees that have been applied incorrectly.
- Staff will be opening a ticket once the review is complete to fix the processing issue.
- Payment Plan Applications
  - Some payments on accounts with payment plans have resulted in erroneous late fees applied.
  - 3 tickets are currently open with Munis to review the application of payment plans.
  - Currently reviewing all payment plans and proactively fixing these accounts.
- > Utility Billing Fixes
  - City Manager has authorized overtime to assist in auditing the back log.
  - The Utility Billing office is experiencing high traffic in the lobby and phones.
    - If citizens have concerns, the best way to communicate them with staff is via email at <u>finance@lemoore.com</u>

Mayor Pro Tem Gornick requested an update every other Council meeting on the implementation.

Spoke:

*Tom Reed Susie Banuelos* 

1-2 Fleet Presentation (Wildes)

*Fleet Superintendent Wildes presented regarding the State and Local Government Agency Fleet requirements which included:* 

- > Affected Fleets
  - In this regulation, a State or local government agency is a city, county, public utility, special district, local agency or district, or a public agency of the State of California, and any department, division, public corporation, or public agency of the State of California. Affected agencies are those that have jurisdiction in California and own, lease or operate in California, one or more vehicles with a gross vehicle weight rating greater than 8,500 lbs.
- > Compliance Requirements
  - Starting January 1, 2024, 50% of all vehicles purchased, over 8,500 GVWR, must be ZEV (Zero Emissions Vehicle)
  - Beginning January 1, 2027, 100% of vehicles purchased, over 8,500 GVWR, must be ZEV.
  - Bear-zero emission vehicles (NZEV), as defined in the regulation, count as ZEVs for this requirement up to 2035.
  - Alternatively, fleets may choose to permanently switch to the ZEV Milestones option.
- ZEV Milestones Option
  - Local government fleets can switch to the ZEV Milestones Option up until January 1, 2030.
  - This option allows fleets to phase in ZEVs between 2025 and 2042, depending on vehicle type and use.

- Starting January 1, 2025, fleets must continuously meet or exceed the ZEV Fleet Milestones percentage requirements.
- > ZEV Fleet Milestones by Milestone Group & Year

Milestone Group	Zero-Emission Fleet Percentage Adoption	10%	25%	50%	75%	100%
Group 1	Box trucks, vans, two-axle buses, yard trucks, light-duty package delivery vehicles	2025	2028	2031	2033	2035+
Group 2	Work trucks, day cab tractors, three-axle buses	2027	2030	2033	2036	2039+
Group 3	Sleeper cabs, speciality vehicles	2030	2033	2036	2039	2042+

## Table 1: ZEV Fleet Targets by Vehicle Group

- The City has 12 group 2 and 15 group 3 vehicles.
- Our first action under ZEV Milestones would take place in 2027. We would have to replace 1 group 2 vehicle with a ZEV or NZEV.
- Using the ZEV Milestone is a permanent decision. If we chose to use the State and Local Government requirements first, we have until January 1, 2030, to switch to ZEV Milestone.
- When using ZEV Milestone the City would have to forfeit the right to use a vehicle for its full "Useful Life" as described by the Health and Safety Code sec 43021(a).
- This means if the City purchased an ICE (Internal Combustion Engine) in 2035, we would have no choice but to replace it with ZEV in 2040 when we are required to have 100% ZEVs.

### > Exemptions

- Within the regulation, emergency vehicles and some two engine vehicles are exempt (E.g. Fire trucks and two engine vactor trucks)
- Daily Usage Exemption: This exemption is one we would have to submit an application for. If approved, would allow the City to purchase an ICE vehicle (Internal combustion engine) that would count as a ZEV purchase for compliance.
- ZEV Purchase Exemption: This exemption allows fleets to purchase approved ICE vehicles if no ZEV of NZEV is available in the same configuration as the vehicle that is to be replaced. A preapproved list will be available starting January 1, 2025.

## PUBLIC COMMENT

Lawrence Williamson stated that he had the opportunity to volunteer his time and observe several Tuesday evening training sessions at Lemoore Volunteer Fire Department. He stated that the century old department has a racist and misogynistic culture. His funds and the City are funding a public safety entity that is not as forward thin king as they should be. He hopes in the future, that the department can have a modernized and forward-thinking mentality.

Mona Mayfield stated that she plays bunco at different homes in Lemoore. She was on her way to a bunco game, she was using her GPS to find the street and address she was going to, she was unable to see the street signs in the College Park area. She was wondering if there are new

street signs to be installed there. She was looking for Tulip Street and noticed all the street signs were unreadable.

### 2 - CEREMONIAL / PRESENTATION

No Ceremonies or Presentations.

### **3 – DEPARTMENT AND CITY MANAGER REPORTS**

Public Works Director Rivera stated on Sunday, the Lennar subdivision by West Hills was energized. This resulted in two water wells without power during this time. A back-up generator was in place in case the work lasted longer. Lennar is working hard on getting their entrances completed so they can begin final inspections. The weather is causing delays. Staff is going to work with Lennar and be accommodating regarding their offsite improvements to make it safe for the residents to occupy the subdivisions. Handled the past storm fairly well. There were no major problems.

Community Services Manager Greenlee provided an update regarding Panda Express. PG&E pushed back to March 1, 2024. This date is tentative due to the weather. Lennar homes are still lacking meters and final inspections. Indoor soccer evaluations were held on Thursday, February 15, 2024. Currently there are 545 registered. Games start on March 4, 2024. Easter celebration is coming up. Staff will start asking businesses for donations.

Police Chief Kendall stated that the current academy class began February 5<sup>th</sup> with 40 cadets. There are currently 38 cadets and 24 have been hired by other agencies. This leaves 14 unaffiliated cadets for the Tri-County area. This is difficult when trying to hire an officer. It typically takes twenty applicants to get one candidate through to backgrounds. He thanked and recognized Sergeant John Henderson for his service as the Detective Sergeant for the last four years. During those four years he worked over 200 cases himself. Four of those cases were homicides. On top of his detective duties, he oversees three school resource Officers, two Detectives, one POP Officer. He also serves as the K9 Sergeant and Range Sergeant. He has been reassigned back to patrol. Sergeant Moritz will be filling the position. He has some big shoes to fill, but he is capable.

### 4 - CONSENT CALENDAR

- 4-1 Approval Minutes Regular Meeting January 16, 2024
- 4-2 Approval Minutes Special Meeting February 2, 2024
- 4-3 Approval Minutes Regular Meeting February 6, 2024
- 4-4 Approval Minutes Special Meeting February 9, 2024

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

Ayes: Gornick, Orth, Garza, Matthews Absent: Lyons

### **5 – PUBLIC HEARINGS**

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

No Public Hearings.

### <u>6 – NEW BUSINESS</u>

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

6-1 Report and Recommendation – California and City Sustainability Coalition (Matthews)

Consensus was received by Council to support the California and City Sustainability Coalition.

6-2 Report and Recommendation – Resolution 2024-01 – Authorizing the City Manager to Execute and Record a Substitution of Trustee and Full Reconveyance of Deed of Trust and Beneficiary Demand Letter to Stewart Title of California, Inc. (Olson)

Motion by Mayor Pro Tem Gornick, seconded by Council Member Lyons, to authorizing the City Manager to Execute and Record a Substitution of Trustee and Full Reconveyance of Deed of Trust and Beneficiary Demand Letter to Stewart Title of California, Inc.

Ayes: Gornick, Orth, Garza, Matthews Absent: Lyons

6-3 Report and Recommendation – Council Member Liaison Appointments to Regional Boards and Commissions (Avalos)

Motion by Council Member Orth, seconded by Council Member Lyons, to approve the Council Member Liaison Appointments to Regional Boards and Commissions.

Kings County EDC – Primary: Mayor Pro Tem Gornick, Alternate: Mayor Matthews Kings Mosquito Abatement – Primary: Tom Reed, Alternate: Council Member Lyons

Ayes: Orth, Lyons, Gornick, Garza, Matthews

6-4 Report and Recommendation – Interim City Manager Employment Agreement (Lerner)

Motion by Council Member Orth, seconded by Mayor Pro Tem Gornick, to approve the Interim City Manager Employment Agreement.

Ayes: Orth, Gornick, Garza, Lyons, Matthews

### 7 – BRIEF CITY COUNCIL REPORTS AND REQUESTS

Council Member Garza welcomed the new Interim City Manager Northcraft. He looks forward to working with him. He thanked Nathan and stated that he had a great time getting to know him. He stated that Nathan will be missed. He congratulated Sergeant Henderson.

Council Member Lyons thanked Mr. Northcraft for showing up and helping the City out. He really appreciates it. It has been fun working with Nathan. He thanked the Police and Fire Department for all that they do.

Council Member Orth thanked Mr. Northcraft for putting his hat in the ring. It was an interesting process. He has never had the pleasure of doing it. Council came together and agreed on something good. He thanked him for coming and helping the City. He thanked Nathan. He stated that there have been fun times and not so fun times. He stated at the end of the day we all learn from our life and move forward. He thanked everyone for all their hard work. He thanked Public Works for keeping us somewhat dry. He also thanked Police and Fire for everything they do. He stated we all need to move forward as a City and work together and fix some of our problems as a team.

Mayor Pro Tem Gornick welcomed Mr. Northcraft to the City. He appreciates him willing to step and help us out. He states that we were fortunate to be able to get him to step in and also help with the recruitment for the new City Manager. He stated he has only been on the Council for two and a half years, but it feels like a lifetime. He wished Nathan good luck in his new position in Sanger and stated that it has been fun. He looks forward to the updates on the software implementation. He appreciates the staff's work. It has to be very frustrating for them as well as the customers. He thanked Public Works Director Rivera for keeping the City out of harm's way during the storm. He thanked Chief Kendall for his work. He stated that Parks and Recreation are doing a great job with the events for the youth.

Mayor Matthews echoed her fellow Council Members for the sake of time. KWRA selected new directors. She will continue to serve as the Chair. Corcoran City Council Member Robertson will serve as the Co-Chair. She attended Chief Ochoa's swearing-in ceremony in Corcoran. She stated that Lemoore showed up big time to support her there. Little League will be having a clean up day this weekend. It will start at 9:00 a.m. They could use all the help they can get.

At 6:43 p.m., Council adjourned to Closed Session.

### **CLOSED SESSION**

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

1. Government Code Section 54957 Public Employee Performance Evaluation – City Manager

### **ADJOURNMENT**

At 7:49 p.m., Council adjourned.

Approved the 5<sup>th</sup> day of March 2024.

APPROVED:

ATTEST:

Patricia Matthews, Mayor

Marisa Avalos, City Clerk



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## **Staff Report**

## Item No: 4-2

To:Lemoore City CouncilFromKevin Northcraft, Interim City MaagerDate:February 21, 2024Meeting Date:March 5, 2024Subject:Denial of Claim for Mr. SimsStrategic Initiative:Strategic Initiative:□ Growing & Dynamic Economy□ Safe & Vibrant Community□ Growing & Dynamic Economy□ Fiscally Sound Government⊠ Operational Excellence⊠ Community & Neighborhood Livability□ Not Applicable

## Proposed Motion:

Approve the Denial of Claim for Mr. Sims.

## Subject/Discussion:

A claim was filed with the City by Mr. Sims. The claimant states that debris from a refuse truck hit and broke their windshield. The claim was submitted to the City's third-party administrator for review on February 6, 2024. After review, denial of the claim is being recommended.

## Financial Consideration(s):

Mr. Sims is seeking \$900.00 for damages for a broken windshield.

## Alternatives or Pros/Cons:

Council may choose to approve the claim as presented by Mr. Sims.

## **Commission/Board Recommendation:**

N/A.

## **Staff Recommendation:**

Staff recommends denial of the claim as recommended by the City's third-party administrator.

#### Attachments:

- $\Box$  Resolution:
- □ Ordinance:

□ Map
 □ Contract
 ⊠ Other

List: Claim

Review: □ Asst. City Manager ⊠ City Attorney ⊠ City Clerk ⊠ City Manager □ Finance

Date: 2/29/2024 2/22/2024

2/29/2024

## CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

### **CLAIM FORM**

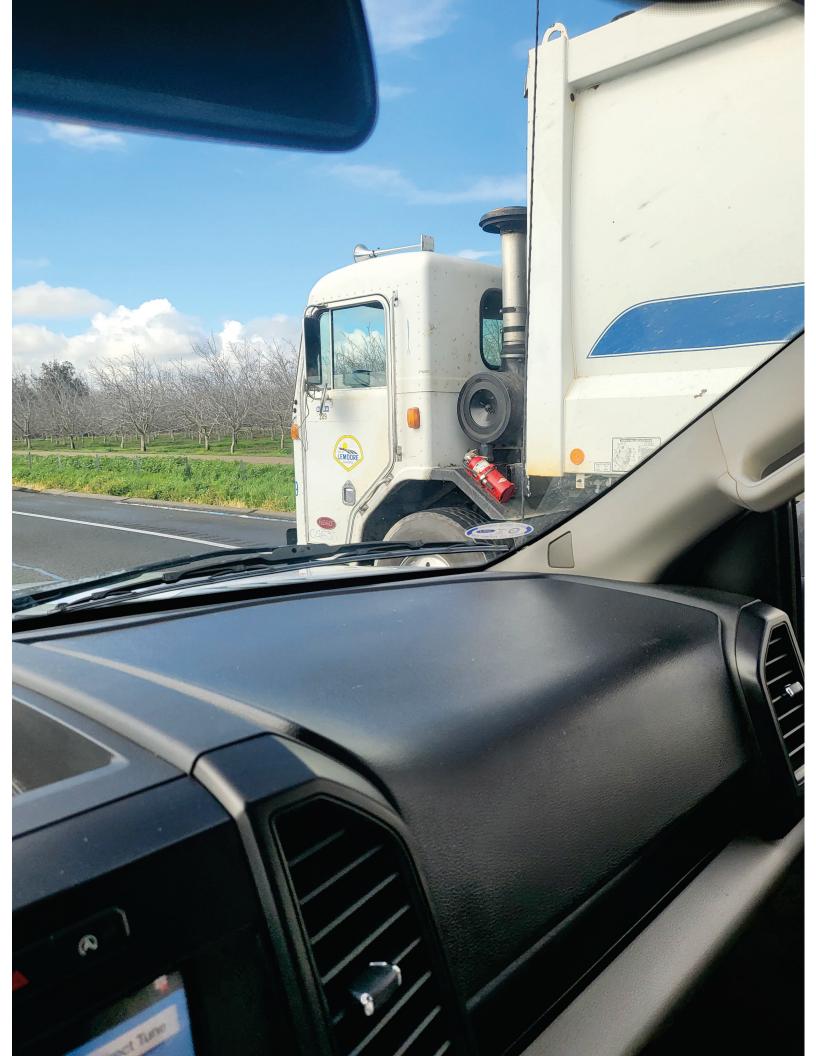
(Please Type Or Print)	
CLAIM AGAINST CITY OF Lemoore (Name of Entity),	
Claimant's name: DANNY E SIMS	
SS#: DOB: Gender: Male Female	_
Claimant's address:Telephone:Telephone:	
Address where notices about claim are to be sent, if different from above:	
Date of incident/accident: $2 - 16/2024$ Date injuries, damages, or losses were discovered: $2/6/2024$	
Location of incident/accident: Herry 198 West bound	
What did entity or employee do to cause this loss, damage, or injury? <u>debree From Garbage</u>	l_( . (
(Use back of this form or separate sheet if necessary to answer this question in detail.)	wwdsheld
What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Casbage true	K
# 209 city of Lemoore	
What specific injuries, damages, or losses did claimant receive? <u>Brokes</u> would shered	
(Use back of this form or separate sheet if necessary to answer this question in detail.)	
What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]	
How was this amount calculated (please itemize)? <u>Replacement</u> cost	
(Use back of this form or separate sheet if necessary to answer this question in detail.)	
Date Signed: <u>2. 6-2024</u> Signature:	
If signed by representative:	
Representative's Name Address	
Telephone #	
Relationship to Claimant	

	DIAC	RAMS				
General Diagram	,					↑ North 
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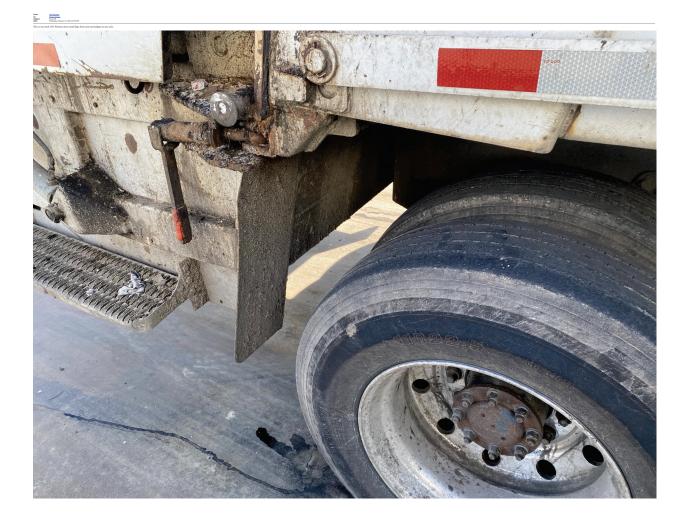
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## **Staff Report**

Item No: 4-3

To: Lemoore City Council

From: Marisa Avalos, City Clerk / Executive Assistant

Date: February 21, 2024 Meeting Date: March 5, 2024

Subject: Appointment of Lemoore Planning Commissioners

## Strategic Initiative:

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

## Proposed Motion:

Approve the appointments/re-appointments to the Planning Commission, as recommended by Mayor Matthews.

## Subject/Discussion:

The Planning Commission currently has three vacancies as of December 31, 2023. The vacancies were posted at City Hall, Cinnamon Municipal Complex, and the City website. Four applications were received. The applicants are:

Christina Radcliffe Joseph Brewer Kathleen Cain Robert Escalera

Mayor Matthews is recommending re-appointment of Mr. Brewer and appointment of Ms. Cain. Staff is preparing an ordinance to bring to Council in regards to Commissioners required to live within City limits in order to serve. The third vacancy will be filled after the adoption of an updated ordinance.

Concurrence of at least two Council Members is required for the appointments to be official.

### Financial Consideration(s):

None. The appointments are volunteer positions.

## Alternatives or Pros/Cons:

Pros:

• Fills vacancies on the Planning Commission.

Cons:

• None noted.

Alternative:

• Council could choose to discuss other applicants for appointment.

## **Commission/Board Recommendation:**

Not applicable.

### **Staff Recommendation:**

Approve two appointment/re-appointment to the Planning Commission, as recommended by Mayor Matthews.

Attachments:	<b>Review:</b> □ Asst. City Manager	Date:
□ Ordinance:	⊠ City Attorney	2/29/2024
□ Map	⊠ City Clerk	2/22/2024
Contract	City Manager	2/28/2024
⊠ Other	Finance	
List: Applications		

		$\bigcirc$		
	City of		•	
		LEMOORE		
		CALIFORNIA		
711 West	Cinnamon Drive • Lemoore, C Offic	California 93245 • (559 ce of the City Manager	) 924-6744 • Fax (559) 924-	9003
		, -		
AP	PLICATION F	OR PUBLIC	C SERVICE	
	APPC	DINTMENT		
	UNICIPAL BOARD /COMMIS	SSION/COMMITTEE/AI	VISORY TASK FORCE	
Name Christ	ina Radcliffe	_		
Address		Telephone#		
E-mail address		Cell #		
Business Name	/alley Appraisals		-	
Business Address	same as above		n an air a ta an a	
	wner	Business Pho	ne # 559-250-051	8
How long have yo	u resided in Lemoore 6 yrs	Are you a reg	stered voter Yes	
	ilable for meetings in the	daytime 🖌 evening	gs both	
Please indicate th	e Commission or Advisory Co	mmittee for which you	vish to apply:	
City	Council 🖌 Planning Commis	ssion 🖌 Parks & Recr	eation Commission	
District _	Downtown Merch	hants Advisory Committ	ee	
What are your prir	nciple areas of interest in our C	City government:		
Planning for th	e future of Lemoore and	ensuring it's a great	place to live and raise a	a

Flanning for the future of Lemoore and ensuring it's a great place to live and raise a family. I am also very passionate about community participation. I hope we can get more residents involved in their community and promote community pride. Being a small community, there are many opportunities to deliver a high level of service, programs and facilities to meet the growing needs of our residents.

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

I have a diverse career working for top tier consulting and investment companies as well as running my own business. I was born in Hanford but lived in Clovis for the last 20 years. I have had the privilege to work with highly qualified people in their fields of reasl estate, city planning, urban planning, retail/commercial and residential development and investment. I have been involved in local charities and volunteer organizations including Rotary, Lions Club, and animal rescue. I have lived in the US and abroad and have a diverse cultural background. I also speak 4 languages.

## Public Service Appointment Application Page 2

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

Animal Action - an animal rescue group in Dubai Civilians for Soldiers - packs and ships care packages to soldiers Hanford Lions Clovis Rotary

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.

I graduated from the Haas School of Business at Berkeley and furthered my education at a top 10 business school in Europe where I earned an MBA with a specialty in Corporate Strategy. I love living a rural life and have great respect for the valley's agricultural heritage. I understand the life of expats and what is needed by our mobile military community to find their feet quickly and feel at home in a new place. My rich cultural background helps me to work across cultural lines and connect with folks of all backgrounds. I currently own a business as an appraiser and am very involved in my profession. I was also a nanny to 4 international families (Dutch, Ukranian and S. African) while living abroad.

Name Christina Radcliffe	<sub>Date</sub> 6/21/2023
(Places print)	
Signature _	

	ity of
	ore, California 93245 • (559) 924-6744 • Fax (559) 924-9003 Office of the City Manager
APPLICATION	FOR PUBLIC SERVICE
APF	POINTMENT
	IMISSION/COMMITTEE/ADVISORY TASK FORCE
<sub>Name</sub> Joseph Brewer	
Address	Telephone#
E-mail address	Cell #
Business Name N/A	

daytime

City Council 🖌 Planning Commission 🖌 Parks & Recreation Commission

Downtown Merchants Advisory Committee

Business Phone # N/A

Are you a registered voter <u>Yes</u>

evenings 🖌 both

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

Planning Commission Parks & Recreations Commission

District \_\_\_\_\_

How long have you resided in Lemoore \_\_\_\_\_

Would you be available for meetings in the

Business Address N/A

Position Held N/A

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

Please indicate the Commission or Advisory Committee for which you wish to apply:

Associates Degree Political Science (West Hills College) Leadership Program (CTA)

#### Public Service Appointment Application Page 2

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

Business Developer (G3 Enterprises) FFA Advisor (Lemoore High School)

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

Lemoore Planning Commission 12-2020 - present

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

I have enjoyed my time serving on the City of Lemoore Planning Commission and look forward to the opportunity of another term.

Name Joseph Brewer	
(Please print)	
Signature	
6	

Date	11/30/2023	
- are		



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## APPLICATION FOR PUBLIC SERVICE APPOINTMENT

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

Name Kathleen N. Cain

Addres			
	Cell #		
Business Name College of the Sequoi	as		
Business Address 915 S Mooney Blvd,	Visalia		
Position Held Admin. Asst.	Business Phone # 5596883129		
How long have you resided in Lemoore 4 yrs	Are you a registered voter <b>YES</b>		
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 Downtown Merchants Ad	visory Committee		

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

I would like to see Lemoore as a place for families and local businesses to thrive.

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

I graduated summa cum laude (4.0) from COS and from an accelerated bachelors program at Fresno Pacific University with my associate degree in psychology and my bachelors in early childhood development with a minor in special education. I understand what children and families need in order to develop fully into their potential.

## 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 currently work with the workforce development branch of College of the Sequoias' CTE department. Prior to that, I worked in the Research and Academic Services departments. I am also the chapter president for the classified staff union at COS. I am passionate about providing stable, good paying jobs and business for our citizens and using a data-driven approach to planning to accomlish those goals.

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.

Name Kathleen N. Cain			
(Please print)			
Signature			

Date	1	/8	/24
Dale			

.1	
	City of
	LEMOORE
	CALIFORNIA
	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_Robert V Escalera
	Address Telephone#
	E-mail address Cell # Same
	Business Name Refired/disabled
	Business Address
	Position Held     Business Phone #
	How long have you resided in Lemoore <u>35</u> Are you a registered voter <u>yes</u>
	Would you be available for meetings in thedaytime evenings X both
	Please indicate the Commission or Advisory Committee for which you wish to apply:
	City Council Planning Commission Parks & Recreation Commission
	District Downtown Merchants Advisory Committee
	What are your principle areas of interest in our City government:
	City Council Parks & Recreation
	Parks & Recreation

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

**Public Service Appointment Application** Page 2

4

PARKS & REGGERTION Commissmer 2018-2022

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

Kings Linns, Califania Association of four Wheel Drive BOD ALAND CLUB BOD PARKS & Rearention Commissioner Lemeore

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

Lemoore PARKS 2 lec 2018-2023

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

I am intrested in servicin the Residents of Lemoore

Salu Name (Please print)

Date\_ 6-14-13

Signature



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## **Staff Report**

Item No: 4-4

To: Lemoore City Council

From Frank Rivera, Public Works Director

February 20, 2024

Meeting Date: March 5, 2024

Subject: Bid Award – Bush Street Pedestrian Improvements

## Strategic Initiative:

Date:

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

## Proposed Motion:

Award the Bush Street Pedestrian Improvements bid to Ares Eng. in the amount of \$130,172 and allocate a 10% for project contingency and authorize the City Manager, or designee, to execute the agreement.

## Subject/Discussion:

On December 20, 2023 the City published a notice inviting bids for the Bust Street Pedestrian Improvements project. This project will consist of installing a pedestrianactivated Rectangular Rapid Flashing Beacon with in-roadway warning lights at the intersection of Bush Street and Champion Street. Bids were opened on January 24, 2024. The lowest bid received was from Ares Eng. LLC. in the amount of \$130,172.

Other bids received are as follows:

St. Francis Electric - \$254,242

## Financial Consideration(s):

This project will be fully reimbursed by Highway Safety Improvement Program (HSIP) funds through CIP 24011.

## Alternatives or Pros/Cons:

The Council could reject current bid, causing the project to be delayed or not completed.

# Commission/Board Recommendation: N/A

## Staff Recommendation:

Staff recommends that the City Council award the bid to ARES ENG LLC. to complete the Bust Street Pedestrian Improvement project.

Attachments:	Review:	Date:
Resolution:	Asst. City Manager	
Ordinance:	City Attorney	2/29/2024
🗆 Мар	City Clerk	2/22/2024
⊠ Contract	🖂 City Manager	2/28/2024
□ Other	Finance	

### CITY OF LEMOORE BUSH STREET PEDESTRIAN SAFETY IMPROVEMENTS

This Construction Agreement ("Agreement") is entered into between the City of Lemoore, a California Charter city ("City") and **ARES ENG LLC.** ("Contractor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective March 05, 2024 ("Effective Date").

### RECITALS

A. City desires to obtain construction services ("Work") for construction of the public work "**BUSH STREET PEDESTRIAN SAFETY IMPROVEMENTS**" ("Project") more fully described in **Exhibit B**, and, if applicable, as further set forth in the proposal from Contractor attached as **Exhibit C**, which are incorporated herein by reference.

B. Contractor is engaged in the business of public works construction and hereby warrants and represents that Contractor is qualified, licensed, and professionally capable of performing the Work on the Project.

C. Contractor submitted a proposal for the Project, included herein as **Exhibit C**, as well as all required forms, bonds, certificates, and other documents ("Contractor's Proposal"), that was approved by City for award of contract for the Project and is incorporated herein by reference.

D. City desires to award Contractor the contract for the Work, and Contractor desires to perform the Work on the Project, on the terms and conditions as set forth in this Agreement.

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

#### AGREEMENT

1. <u>Scope of Work</u>. Contractor shall furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

#### **Bush Street Pedestrian Safety Improvements**

The Work shall be in strict compliance with the plans, drawings, specifications, and conditions for the Project and other documents relating thereto ("Project Documents"), which are incorporated herein by reference. **Exhibit B** and **Exhibit C** shall be part of the Project Documents, which shall be part of this Agreement. If the terms and requirements of this Agreement and/or **Exhibit B** conflict with Contractor's Proposal, including **Exhibit C**, this Agreement and **Exhibit B** shall control. No contractual terms and/or conditions found in Contractor's Proposal, including **Exhibit C**, shall purport to waive, disclaim, or limit Contractor's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Work performed by Contractor.

2. <u>Changes in the Work</u>. Changes in this Agreement or in the Work to be done under this Agreement shall be made in writing. City reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by City to be necessary or

advisable for the proper completion or construction of the Work, and the City reserves the right to require Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed, written order by City for the change in the Work. City shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Project Documents unless the same shall have been authorized by and the cost thereof approved in writing. No extension of time for performance of the Work shall be allowed hereunder unless such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing.

3. <u>Commencement of Work; Schedule; Completion of Work</u>. Contractor shall commence the Work upon City's issuance of a written "Notice to Proceed" and shall continue with the Work until Contractor has satisfactorily performed and completed the Work as determined by City, or until such time as the Agreement is terminated pursuant to Section 23 herein, whichever is earlier. Contractor shall perform the Work according to the schedule set forth in the Project Documents, if applicable. If no schedule is set forth in the Project Documents, City and Contractor shall mutually agree on a schedule for performance of the Work and completion of stages or milestones, if applicable. The schedule shall be subject to modification based on the City's operational needs. City will notify Contractor in advance of any modification to the schedule and issue a written notice pursuant to Section 2, if applicable. The Project shall be completed not later than 30 calendar days after the date the Notice to Proceed is issued ("Completion Date").

4. <u>Payment for Work</u>. City shall pay Contractor a sum not to exceed one-hundred thirty thousand, onehundred and seventy-two dollars (\$130,172) for the Work satisfactorily performed pursuant to this Agreement, inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. Contractor shall submit monthly invoices to City containing detailed information regarding the progress of the Work and City shall tender payment to Contractor within thirty (30) days after receipt of invoice, subject to Section 5, below.

5. <u>Retention and Withholding Payments</u>. Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. City shall retain five percent (5%) of any approved progress payment, except it may retain more if it makes special findings pursuant to Public Contract Code section 7201. City may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect City. In addition, City may withhold payment, in whole, or in part, to such extent as may be necessary to protect City from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Project Documents or based on stop payment notices. City shall pay the retainage pursuant to Public Contract Code section 7107.

6. <u>Independent Contractor Status</u>. Contractor and its subcontractors shall perform the Work as independent contractors and not as officers, employees, agents or volunteers of City. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.

7. <u>Contractor Representations</u>; Standard of Care; Compliance with Law. Contractor represents that Contractor and any subcontractors utilized by Contractor are and will be qualified in the field for which the Work is being provided under this Agreement and Contractor and any subcontractors are now, and will be throughout their performance of the Work under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Work required and contemplated by this Agreement, as may be required by law. Contractor and its subcontractors shall utilize

the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Work, and shall comply with all applicable laws, regulations, and industry standards. Contractor shall comply with all Labor Code requirements for public works projects applicable to Contractor's work under this Agreement.

8. <u>Licensing</u>. Contractor shall maintain the following license throughout the performance of this Agreement: Class A. Contractor shall also obtain and maintain a City of Lemoore Business License prior to commencing performance of the Work.

9. <u>Payment Bond</u>. When required by applicable law, including Civil Code section 9550, prior to commencing any portion of the Work, the Contractor shall apply for and furnish City a payment bond for its portion of the Work which shall cover 100% payment for all obligations arising under the Project Documents and guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

10. <u>Performance Bond</u>. Prior to commencing any portion of the Work, the Contractor shall apply for and furnish City a performance bond for its portion of the Work which shall cover 100% faithful performance of all obligations arising under the Project Documents. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

11. <u>Performance Requirements</u>. Notwithstanding, and in addition to the provisions of, Section 23 of this Agreement, if any Work performed hereunder is not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Contractor to correct the Work in conformity with the requirements of this Agreement at no additional increase in the payment to Contractor. Contractor shall promptly correct the work rejected by City for failing to conform to the requirements of the Project Documents. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Contractor to take all necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement. In the event Contractor fails to correct the Work or fails to take necessary steps to ensure future performance of the Work in conformity with the requirements, City shall have the right to immediately terminate this Agreement for default.

12. <u>Delay Damages</u>. Time is of the essence with respect to this Agreement and the Work performed by Contractor. Contractor's failure to timely complete the Work under this Agreement shall result in the assessment of delay damages at the rate of \$1,000 **per day** for each calendar day the Project remains unfinished beyond the Completion Date or Work remains incomplete beyond any phase or milestone identified in the schedule as being subject to Delay Damages. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed completion of the Project are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the Project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that completion of the Project is delayed.

13. <u>Identity of Subcontractors</u>. To the extent the following is not already included in Contractor's Proposal and subject to the requirements of Public Contract Code section 4107, if applicable, Contractor shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors Contractor intends to utilize in Contractor's performance of the Work on the Project; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.

14. <u>Subcontractor Provisions</u>. Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Contractor; (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement; and (d) require the payment of prevailing wages in accordance with State and Federal law, if applicable.

15. <u>Prevailing Wages; Apprenticeship</u>. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof. Contractor shall be responsible for the payment of prevailing wages in accordance with State and Federal law. Contractor shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law. Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rates shall be paid to each worker by the Contractor. Contractor shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Contractor shall register with the Department of Industrial Relations, if required.

16. <u>Power to Act on Behalf of City</u>. Contractor is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

17. <u>Record Keeping; Reports</u>. Contractor shall keep complete records showing the Work performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all plans, drawings, specifications, and/or reports upon reasonable request by City and of all final plans, drawings, specifications, and/or reports prepared by Contractor under this Agreement.

18. <u>Ownership and Inspection of Documents.</u> All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Contractor or its subcontractors in connection with the Work, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request. Contractor shall make available for inspection and copying all such Work Product and all Work product shall

be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Contractor shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

19. <u>Confidentiality</u>. All Work Product prepared and performed by and on behalf of Contractor in connection with the Work performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Contractor shall not disclose or permit the disclosure of any confidential information acquired during performance of the Work, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Contractor shall also require its subcontractors to be bound to these confidentiality provisions.

20. <u>City Name and Logo</u>. Contractor shall not use City's name or insignia, photographs relating to the City projects or work for which Contractor's services are rendered, or any publicity pertaining to the Contractor's Work under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

21. <u>Conflicts of Interest</u>. Contractor warrants that neither Contractor nor any of its employees have an interest, present or contemplated, in the Work or the Project which would affect Contractor's or its employees' performance of the Work and the completion of the Project. Contractor further warrants that neither Contractor nor any of its employees have real property, business interests or income that will be affected by the Work. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Work under this Agreement. During the performance of the Work, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

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

23. <u>Termination of Agreement</u>. This Agreement shall terminate upon completion of the Work, or earlier pursuant to the following.

a. <u>Termination by City: For Convenience</u>. City may, at any time, terminate this Agreement for convenience and without cause. Upon receipt of written notice from City of such termination, the Contractor shall (1) cease operations as directed by the City in the notice; (2) take actions necessary, or that the City may direct, for the protection and preservation of the work; and (3) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

b. <u>Termination by City or Contractor: For Cause</u>. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure to cure within that time period or commence reasonable steps to cure the breach. Contractor's failure to perform the Work as required by this Agreement or failure to correct non-conforming Work shall constitute a material breach of this Agreement.

c. <u>Compensation to Contractor Upon Termination</u>. Contractor shall be paid compensation for Work satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Contractor's compensation has not become due, Contractor shall be paid the reasonable value of the Work performed. However, in no event shall such payment when added to any other payment due under the applicable part of the Work exceed the total compensation of such part as specified in Section 4 herein. In the event of termination due to Contractor's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. <u>Effect of Termination</u>. Upon termination of this Agreement, Contractor shall: (i) promptly discontinue all Work affected, unless the notice directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Contractor in performing this Agreement, whether completed or in process. Contractor may not refuse to provide such Work Product for any reason whatsoever.

24. <u>Insurance</u>. Contractor shall satisfy the insurance requirements set forth in **Exhibit A**.

25. <u>Indemnity and Defense</u>. Contractor hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Contractor or its subcontractors relating to the performance of Work described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole or active negligence or willful misconduct. Contractor and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

26. <u>Warranty</u>. Contractor warrants that material and equipment furnished for the Project will be of good quality and new unless otherwise required or permitted by the Project Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Project Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Such warranty shall extend for a period of not less than one (1) year from completion of the Project. If within the applicable warranty period any of the Work does not comply with the Project Documents, the Contractor shall correct it after receipt of City's written notice to do so. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period.

27. <u>Taxes</u>. Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of Work under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and representatives. Contractor agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

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

29. <u>Form and Service of Notices</u>. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the

other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

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

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

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

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

30. <u>Entire Agreement</u>. This Agreement, including the Project Documents, represents the entire Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

31. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

32. <u>Authority</u>. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit D**.

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

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

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

36. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

37. <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.

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

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

39. <u>Non-Discrimination</u>. Contractor shall not discriminate on the basis of any protected class under federal or State law in the performance of the Work or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Contractor have executed this Agreement on the date(s) set forth below.

CONTRACTOR

CITY OF LEMOORE

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

By: \_\_\_\_

Frank Rivera, Public Works Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Party Identification and Contact Information:

#### Contractor

Company Name Attn: Name Title Address City, State

[E-Mail Address] [Phone Number] City of Lemoore Department Name Attn: Name Title 711 W. Cinnamon Dr. Lemoore, CA 93245 \_\_\_\_\_\_[E-Mail Address] \_\_\_\_\_\_[Phone Number]

# EXHIBIT A INSURANCE REQUIREMENTS

Prior to commencement of the Work, Contractor shall take out and maintain at its own expense the insurance coverage required by this **Exhibit A**. Contractor shall cause any subcontractor with whom Contractor contracts for the performance of Work pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Contractor's performance of Work under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. <u>Minimum Limits of Insurance</u>. Contractor shall maintain the following types of insurance with limits no less than specified:

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The General Liability Insurance shall be maintained for a period of ten (10) years following the earlier of completion of the Work by Contractor or termination of this Agreement.

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

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

(iv) <u>Umbrella or Excess Liability.</u> In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

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

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

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Work performed pursuant to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents,

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

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

(iv) Contractor grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Lemoore Risk Manager. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

e. <u>Subcontractors</u>. If the Contractor should subcontract all or any portion of the work to be performed in this Agreement, the Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. <u>Special Risks or Circumstances</u>. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

# **EXHIBIT B**

## **PROJECT DESCRIPTION**

**SCOPE OF WORK** 

# EXHIBIT C CONTRACTOR'S PROPOSAL

See Attachment

# EXHIBIT D SIGNING AUTHORITY



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

# **Staff Report**

Item No: 4-5

То:	Lemoore City Council						
From:	Kevin Northcraft, Interim City Manager						
Date:	February 26, 2024	Meeting Date: March 5, 2024					
Subject:	Revised Salary Schedule						
Strategic	Initiative:						
Safe	□ Safe & Vibrant Community □ Growing & Dynamic Economy						
⊠ Fisc	$\boxtimes$ Fiscally Sound Government $\boxtimes$ Operational Excellence						
⊠ Con	☑ Community & Neighborhood Livability □ Not Applicable						

## Proposed Motion:

Approval of the revised salary schedule.

## Subject/Discussion:

Effective February 20, 2024, City Council approved a contract with the Interim City Manager for a salary of \$164,174.85 annually. Staff has updated the current salary schedule to include the salary for the Interim City Manager in the part-time/temporary position section at the bottom of the schedule. The change has been indicated in red.

## Financial Consideration (s):

None.

## Alternatives or Pros/Cons:

Pros:

• Salary schedule will be current, listing all salaries to be paid.

Cons:

- None noted.
- Commission/Board Recommendation: N/A

**<u>Staff Recommendation:</u>** Staff recommends approval of the revised salary schedule.

□ Resolution:

□ Ordinance:

🗆 Мар

□ Contract

 $\boxtimes$  Other

List: Revised Salary Schedule

Review:	Date:
Asst. City Manager	
City Attorney	2/29/2024
City Clerk	2/27/2024
City Manager	2/28/2024
Finance	

	SALA	RY SCHEDULE						
	Council App	proved						
TITLE			1	2	3	4	5	6
ACCOUNT CLERK I	33	YEARLY	37,866	39,759	41,747	43,834	46,026	48,328
ACCOUNT CLERK II	43	YEARLY	41,827	43,919	46,115	48,421	50,842	53,384
ACCOUNT TECHNICIAN	62	YEARLY	50,532	53,059	55,712	58,497	61,422	64,493
ACCOUNTANT	79	YEARLY	59,845	62,838	65,980	69,279	72,743	76,380
ADMINISTRATIVE ASSISTANT I	41	YEARLY	41,003	43,053	45,206	47,466	49,840	52,332
ADMINISTRATIVE ASSISTANT II	46	YEARLY	43,095	45,250	47,512	49,888	52,382	55,001
ADMINISTRATIVE ASSISTANT II / FIRE PREVENTION INSPECTOR	67	YEARLY	53,110	55,765	58,554	61,481	64,555	67,783
ASSISTANT CITY MANAGER	141	YEARLY	110,906	116,452	122,274	128,388	134,807	141,548
ASSISTANT CITY MANAGER / ADMINISTRATIVE SERVICES DIRECTOR	150	YEARLY	121,297	127,361	133,730	140,416	147,437	154,809
ASSISTANT PUBLIC WORKS DIRECTOR	126	YEARLY	95,529	100,306	105,321	110,587	116,116	121,922
BUILDING INSPECTOR	67	YEARLY	53,110	55,765	58,554	61,481	64,555	67,783
BUILDING OFFICIAL/SUPERINTENDENT	102	YEARLY	75,235	78,997	82,947	87,094	91,449	96,022
BUILDING PERMIT TECHNICIAN	42	YEARLY	41,413	43,484	45,658	47,941	50,338	52,855
CITY CLERK / EXECUTIVE ASSISTANT	85	YEARLY	63,527	66,704	70,039	73,541	77,218	81,079
CITY CLERK / HR MANAGER	122	YEARLY	91,802	96,392	101,211	106,272	111,585	117,165
CITY MANAGER	160	YEARLY	133,987	140,686	147,721	155,107	162,862	171,005
COMMUNITY DEVELOPMENT DIRECTOR	132	YEARLY	101,406	106,476	111,800	117,390	123,260	129,423
COMMUNITY SERVICES OFFICER	43	YEARLY	41,827	43,919	46,115	48,421	50,842	53,384
COMMUNITY SERVICES MANAGER	122	YEARLY	91,802	96,392	101,211	106,272	111,585	117,165
EMERGENCY DISPATCH SUPERVISOR	79	YEARLY	59,845	62,838	65,980	69,279	72,743	76,380
EMERGENCY DISPATCHER I	45	YEARLY	42,668	44,802	47,042	49,394	51,863	54,457
EMERGENCY DISPATCHER II	55	YEARLY	47,132	49,489	51,963	54,561	57,290	60,154
EQUIPMENT MECHANIC I	54	YEARLY	46,666	48,999	51,449	54,021	56,722	59,558
EQUIPMENT MECHANIC II	66	YEARLY	52,584	55,213	57,974	60,872	63,916	67,112
EVIDENCE TECHNICIAN	42	YEARLY	41,413	43,484	45,658	47,941	50,338	52,855
EXECUTIVE ASSISTANT	85	YEARLY	63,527	66,704	70,039	73,541	77,218	81,079
FINANCE DIRECTOR / CFO	140	YEARLY	109,808	115,299	121,064	127,117	133,473	140,146
FINANCE MANAGER	122	YEARLY	91,802	96,392	101,211	106,272	111,585	117,165

	SAL4 Council App	ARY SCHEDULE						
TITLE			1	2	3	4	5	6
FIRE PREVENTION INSPECTOR	67	YEARLY	53,110	55,765	58,554	61,481	64,555	67,783
HUMAN RESOURCES / RISK MANAGEMENT MANAGER	122	YEARLY	91,802	96,392	101,211	106,272	111,585	117,165
INFORMATION TECHNOLOGY ANALYST	98	YEARLY	72,300	75,915	79,711	83,696	87,881	92,275
INFORMATION TECHNOLOGY MANAGER	122	YEARLY	91,802	96,392	101,211	106,272	111,585	117,165
JUNIOR ACCOUNTANT	69	YEARLY	54,177	56,886	59,730	62,717	65,853	69,145
MAINTENANCE COORDINATOR	68	YEARLY	53,641	56,323	59,139	62,096	65,201	68,461
MAINTENANCE WORKER I	29	YEARLY	36,388	38,208	40,118	42,124	44,230	46,442
MAINTENANCE WORKER II	39	YEARLY	40,195	42,205	44,315	46,531	48,858	51,301
MANAGEMENT ANALYST	93	YEARLY	68,791	72,230	75,842	79,634	83,616	87,796
METER READER	30	YEARLY	36,752	38,590	40,519	42,545	44,673	46,906
OFFICE ASSISTANT I	22	YEARLY	33,940	35,637	37,419	39,290	41,254	43,317
OFFICE ASSISTANT II	32	YEARLY	37,491	39,366	41,334	43,400	45,570	47,849
PARKS & RECREATION DIRECTOR	126	YEARLY	95,529	100,306	105,321	110,587	116,116	121,922
PAYROLL TECHNICIAN	67	YEARLY	53,110	55,765	58,554	61,481	64,555	67,783
PLANNING TECHNICIAN	42	YEARLY	41,413	43,484	45,658	47,941	50,338	52,855
POLICE CHIEF	151	YEARLY	122,510	128,635	135,067	141,820	148,911	156,357
POLICE CAPTAIN	137	YEARLY	106,579	111,908	117,503	123,378	129,547	136,025
POLICE CORPORAL	90	YEARLY	66,768	70,106	73,611	77,292	81,157	85,214
POLICE CORPORAL AA	95	YEARLY	70,173	73,682	77,366	81,235	85,296	89,561
POLICE CORPORAL BA	100	YEARLY	73,753	77,441	81,313	85,378	89,647	94,130
POLICE OFFICER	75	YEARLY	57,510	60,386	63,405	66,575	69,904	73,399
POLICE OFFICER AA	80	YEARLY	60,444	63,466	66,639	69,971	73,470	77,143
POLICE OFFICER BA	85	YEARLY	63,527	66,704	70,039	73,541	77,218	81,079
POLICE LIEUTENANT	127	YEARLY	96,484	101,309	106,374	111,693	117,277	123,141
POLICE RECORDS SUPERVISOR	66	YEARLY	52,584	55,213	57,974	60,872	63,916	67,112
POLICE RECORDS TECHNICIAN I	29	YEARLY	36,388	38,208	40,118	42,124	44,230	46,442
POLICE RECORDS TECHNICIAN II	39	YEARLY	40,195	42,205	44,315	46,531	48,858	51,301
POLICE SERGEANT	105	YEARLY	77,515	81,391	85,460	89,734	94,220	98,931
POLICE SERGEANT AA	110	YEARLY	81,469	85,543	89,820	94,311	99,026	103,978
POLICE SERGEANT BA	115	YEARLY	85,625	89,906	94,402	99,122	104,078	109,282
PUBLIC WORKS DIRECTOR	132	YEARLY	101,406	106,476	111,800	117,390	123,260	129,423
PUBLIC WORKS INSPECTOR I	57	YEARLY	48,080	50,484	53,008	55,658	58,441	61,363
PUBLIC WORKS INSPECTOR II	67	YEARLY	53,110	55,765	58,554	61,481	64,555	67,783

	SALA	ARY SCHEDULE						
	Council App	proved						
TITLE			1	2	3	4	5	6
RECREATION COORDINATOR	54	YEARLY	46,666	48,999	51,449	54,021	56,722	59,558
RECREATION SPECIALIST	41	YEARLY	41,003	43,053	45,206	47,466	49,840	52,332
SENIOR EMERGENCY DISPATCHER	65	YEARLY	52,063	54,666	57,400	60,270	63,283	66,447
SENIOR MAINTENANCE WORKER	52	YEARLY	45,746	48,033	50,435	52,957	55,605	58,385
SENIOR WASTEWATER UTILITY OPERATOR	85	YEARLY	63,527	66,704	70,039	73,541	77,218	81,079
SENIOR WATER UTILITY OPERATOR	90	YEARLY	66,768	70,106	73,611	77,292	81,157	85,214
SUPERINTENDENT	93	YEARLY	68,791	72,230	75,842	79,634	83,616	87,796
UTILITES MANAGER	114	YEARLY	84,777	89,016	93,467	98,140	103,047	108,200
WATER CHIEF PLANT OPERATOR	114	YEARLY	84,777	89,016	93,467	98,140	103,047	108,200
WATER CONSERVATION OFFICER	43	YEARLY	41,827	43,919	46,115	48,421	50,842	53,384
WATER DISTRIBUTION COORDINATOR	68	YEARLY	53,641	56,323	59,139	62,096	65,201	68,461
WASTEWATER CHIEF PLANT OPERATOR	109	YEARLY	80,663	84,696	88,931	93,377	98,046	102,948
WASTEWATER COLLECTIONS COORDINATOR	68	YEARLY	53,641	56,323	59,139	62,096	65,201	68,461
WASTEWATER UTILITY OPERATOR-IN-TRAINING (OIT)	48	YEARLY	43,961	46,159	48,467	50,890	53,435	56,107
WASTEWATER UTILITY OPERATOR I	53	YEARLY	46,204	48,514	50,939	53,486	56,161	58,969
WASTEWATER UTILITY OPERATOR II	63	YEARLY	51,037	53,589	56,269	59,082	62,036	65,138
WASTEWATER UTILITY WORKER I	35	YEARLY	38,627	40,558	42,586	44,716	46,951	49,299
WASTEWATER UTILITY WORKER II	45	YEARLY	42,668	44,802	47,042	49,394	51,863	54,457
WATER UTILITY OPERATOR I	66	YEARLY	52,584	55,213	57,974	60,872	63,916	67,112
WATER UTILITY OPERATOR II	76	YEARLY	58,085	60,990	64,039	67,241	70,603	74,133
WATER UTILITY WORKER I	45	YEARLY	42,668	44,802	47,042	49,394	51,863	54,457
WATER UTILITY WORKER II	55	YEARLY	47,132	49,489	51,963	54,561	57,290	60,154

PART-TIME HOURLY RATES and TEMPORARY PAY			
CROSSING GUARDS	CALIFORNIA MANDATED MINIMUM WAGE		
DAY CAMP MANAGER	CALIFORNIA MANDATED MINIMUM WAGE PLUS FIFTY CENTS		
INTERIM CITY MANAGER	\$164,174.85/ ANNUALLY		
RECREATION LEADER	CALIFORNIA MANDATED MINIMUM WAGE		
RESERVE OFFICER	\$27.65 (HOURLY RATE OF POLICE OFFICER STEP 1)		



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

# **Staff Report**

Item No: 6-1

То:	Lemoore City Council					
From:	Kevin Northcraft, Interim City Manager					
Date:	February 21, 2024	Meeting Date: March 5, 2024				
Subject:	Review of City Charter					
Strategic	Initiative:					
	e & Vibrant Community	□ Growing & Dynamic Economy				
□ Fisc	$\Box$ Fiscally Sound Government $\boxtimes$ Operational Excellence					
□ Con	nmunity & Neighborhood Livability	□ Not Applicable				

## Proposed Motion:

Information Only.

## Subject/Discussion:

In March 2000, the City of Lemoore submitted a City measure to voters to determine if the City of Lemoore shall become a Charter City. The measure passed and Resolution 2000-10, was approved to declare the intent to operate as a charter City.

The Charter of the City of Lemoore provides that the City Council shall determine its own rules and order of business. Questions were received regarding what was in the Lemoore Charter. As you can see, it is quite brief and deals only with the prevailing wage issue, which is limited by state law. Other city charters are much more extensive, but Lemoore's does not provide specifics or limits on the City operations or actions.

## Financial Consideration(s):

N/A

Alternatives or Pros/Cons: N/A.

# Commission/Board Recommendation: N/A.

# Staff Recommendation: Receive and file only.

Attachments:	
--------------	--

- □ Resolution:
- □ Ordinance:
- 🗆 Map
- Contract

⊠ Other

List: City Charter

Review:	Date:
Asst. City Manager	
City Attorney	2/29/2024
City Clerk	2/22/2024
City Manager	2/28/2024
Finance	

## **CHARTER of the CITY of LEMOORE**

## **PREAMBLE**

We, the people of the City of Lemoore, hereby declare our intent to restore to our Community home rule, rooted in historic principles of self-governance. We are committed to the belief that local government has the closest relationship with the people governed, and are firm in the conviction that the fiscal and policy independence of our local government will best provide for the safety, health and welfare of the citizens of Lemoore. Therefore, we do hereby exercise the right granted by the Constitution of the State of California to enact and adopt this Charter.

## Article I. Municipal Affairs

The City shall have full power and authority to make, adopt, exercise and enforce all legislation, laws and regulations and to take all actions relating to municipal affairs, without limitation, which may be lawfully made, adopted, exercised, taken or enforced under the Constitution of the State of California. As regards municipal affairs, this Charter shall supercede all laws inconsistent therewith.

## Article II. Continuance of Existing Laws

All ordinances, resolutions, rules and policies of the City in effect as of the effective date of this Charter shall continue in effect until repealed, modified or amended by the City Council.

## Article III. Contracting

The City Council may, by ordinance or resolution, establish geographic boundaries and other guidelines and restrictions, including but not limited to, local bidding preferences, in public works and other City contracts. The City shall not pay nor require the payment of Federal or State prevailing wages in public works projects except when mandated by applicable law.

## Article IV. Construction and Interpretation

The language contained in this Charter is intended to be permissive rather than exclusive or limiting, and shall be liberally and broadly interpreted and construed in favor of the City's home rule powers and its control over municipal revenues and affairs. If any provision of this Charter is found by a court of law to be invalid, the remaining provisions of the Charter shall continue in full force and effect.



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

# **Staff Report**

## Item No: 6-2

To: Lemoore City Council

From Kevin Northcraft, Interim City Manager

Date: February 21, 2024

Meeting Date: March 5, 2024

Subject: FY 24/25 Budget Calendar

## Strategic Initiative:

 □ Safe & Vibrant Community
 □ Growing & Dynamic Economy

 □ Fiscally Sound Government
 ⊠ Operational Excellence

 ⊠ Community & Neighborhood Livability
 □ Not Applicable

## Proposed Motion:

Approve the budget calendar for Fiscal Year 2024-2025.

## Subject/Discussion:

Staff has made some changes to the Budget Calendar for Fiscal Year 2024-2025. Budget Study Sessions are expected to be in late May/early June. The recommended budget to Council for approval and adoption is set for June 18, 2024.

Financial Consideration(s):

N/A.

Alternatives or Pros/Cons: N/A.

Commission/Board Recommendation: N/A.

## **Staff Recommendation:**

Staff recommends approval of the budget calendar for Fiscal Year 2024-2025.

#### Attachments:

- $\Box$  Resolution:
- □ Ordinance:

□ Map
 □ Contract
 ⊠ Other

List: Budget Calendar

Date:

Review: □ Asst. City Manager ⊠ City Attorney ⊠ City Clerk ⊠ City Manager □ Finance 2/29/2024 2/22/2024 2/28/2024

# FISCAL YEAR 2024-2025 BUDGET CALENDAR

FISCAL TEAR 2024-2023 DUDGET CALENDAR				
	ASSIGNMENT	DATE DUE		
Budget Instructions Issued Training on Clear Gov Entry and Submission	Department Directors	January 22, 2024		
Budget Entry and Capital Improvement Project Requests Due • Operating • Capital • End of Year Projections Submit to Administration	Department Directors	February 16, 2024		
Initial Review of Budget Submission Approve/Modify Requests	Administration	February 26- March 22, 2024		
<b>Budget Committee Review</b> Review Administrative Recommendations/Initial Dept. Request	Budget Committee	March 25, 2024		
Budget Committee and Department Head Review 1 <sup>st</sup> Meeting	Budget Committee and Directors	April 1-5, 2024		
<b>Department Review and Resubmission</b> Department to review revisions entered by Administration and make adjustments per Budget Committee	Department Directors	April 8-11, 2024		
Administration Review of Department 2 <sup>nd</sup> Pass Administration to review to ensure Budget Committee requests were incorporated	Administration	April 15-18, 2024		
<b>Budget Committee Review of Resubmissions</b> Budget Committee will review any "second pass" changes made by each Department.	Budget Committee	April 22-26, 2024		
Final Draft Budgets issued to Department Directors	Administration	May 6-10, 2024		
Budget Study Sessions	Administration/City Council	Late May/Early June		
Recommended Budget to Council for approval and adoption	Administration/ City Council	June 18, 2024		

Schedule subject to change.



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# **Staff Report**

Item No: 6-3

To: Lemoore City Council

From Kevin Northcraft, Interim City Manager

Date: February 21, 2024 Meeting Date: March 5, 2024

Subject: Agreement between the City of Lemoore and Optimized Investment Partners, LLC to Perform Investment Advisory Services

## Strategic Initiative:

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

## Proposed Motion:

Approve the agreement between the City of Lemoore and Optimized Investment Partners, LLC to Perform Investment Advisory Services.

## Subject/Discussion:

On January 16, 2024, representatives from Optimized Investment Partners, LLC presented at the Council meeting regarding their custom investment portfolio services offered for California municipalities to increase returns.

Staff is proposing to enter into an interim agreement with Optimized Investment Partners, LLC to begin utilizing investment services as soon as possible while still researching other firms. This will immediately increase City revenues while continuing to seek other alternative investment opportunities.

The agreement includes a 30-day early termination clause, allowing the City to terminate the agreement if needed at any time. In view of the investment Optimized must make to set up our account, staff is proposing a minimum of six months' relationship. Staff is checking with their current clients and have their proposal reviewed by an independent financial advisor at no cost to the City. No concerns were noted to datean.

## Financial Consideration(s):

Initial Portfolio Analysis for the City is:

• Total Cash \$61.5M

Optimized Investment Partners estimates that the City is losing approximately \$9,000 per day by not actively investing based on their recommendations. They presented to Staff an estimate that would get the City an additional \$2.2M in revenues to all funds in the first year based upon current interest rates. Their costs are estimated to be about \$50,000 per year. The bank fees and broker fees would be in addition.

## Alternatives or Pros/Cons:

Pros:

- Begin investing funds as soon as possible to increase revenues, while developing a process to consider fully other investment advisor options.
- The higher returns will benefit both the current fiscal year and more substantially the estimates for the coming fiscal year.

Cons:

• More time would allow a more thorough survey of investment options for the City but at considerable loss of potential revenue while staff is still seeking other proposals from other firms, and reviewing other investment options.

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

N/A.

## **Staff Recommendation:**

Staff recommends approval of the agreement between the City of Lemoore and Optimized Investment Partners, LLC to Perform Investment Advisory Services.

Attachments:	Review:	Date:
Resolution:	Asst. City Manager	
Ordinance:	City Attorney	2/29/2024
🗆 Мар	☑ City Clerk	2/22/2024
Contract	🛛 City Manager	2/29/2024
□ Other	🛛 Finance	2/27/2024
List:		



## AGREEMENT FOR PROFESSIONAL SERVICES TO PERFORM INVESTMENT ADVISORY SERVICES

This AGREEMENT is entered into this 5th day of March, 2024, by and between the CITY OF LEMOORE, a municipal corporation ("CITY") and OPTIMIZED INVESTMENT PARTNERS, LLC. ("Optimized" OR "ADVISER").

## **RECITALS**

- A. The City desires for Investment Adviser to provide non-discretionary Investment Advisory services related to the City's investment portfolio for investment of surplus funds to achieve preservation of capital and maintain appropriate levels of liquidity at market yields.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for advisory services to accomplish this work.
- C. The Adviser warrants to the City that it has the licenses, qualifications, and experience to perform the services under this Agreement.
- D. The City desires to contract with the Adviser to perform the services as described in Attachment A "The Proposal."

NOW, THEREFORE, based on the foregoing recitals, the City and the Adviser agree as follows:

## 1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, ADVISER agrees to perform the work listed in the SCOPE OF SERVICES, attached as Attachment A "The Proposal."
- B. As additional consideration, ADVISER and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay ADVISER for ADVISER's services, based on "Compensation" as reflected in Attachment A "The Proposal," unless otherwise specified by written amendment to this Agreement. Finance Director is

authorized to allow an additional amount not to exceed twenty percent (20%) of the total estimated amount under this Agreement.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the Finance Director or his/her designee.
- E. ADVISER shall submit monthly invoices to CITY. CITY shall pay ADVISER all uncontested amounts set forth in ADVISER's invoice within 30 days after it is received.

## 2. SCOPE OF SERVICES.

- A. ADVISER will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Attachment A "The Proposal" and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, ADVISER will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of ADVISER by this Agreement.
- C. Optimized's attendance or participation at any publicly noticed meeting (in addition to the one virtual meeting included in the scope of services section), whether such participation is in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public City Board, other), as requested by Client is in addition to stated compensation schedule (Additional Task) and will be billed at the professional services (hourly) fees as shown on Attachment A "The Proposal," Exhibit 1.
- D. Optimized's services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Optimized's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Optimized. Client acknowledges that Optimized's use of work product is limited to the purposes contemplated within this Agreement. Optimized makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement

- **3. PAYMENTS.** For CITY to pay ADVISER as specified by this Agreement, ADVISER must submit a monthly invoice to CITY in accordance with the schedule of compensation incorporated in Attachment A "The Proposal." For the convenience of OPTIMIZED's clients, we offer a secure ACH payment method. Bank account information provided on a separate form after contract execution. Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A "The Proposal," Exhibit 1. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations. All standard deliverables will be provided electronically. No additional out-of-pocket expenses are assumed unless specifically requested by Client. The first monthly invoice will be generated after investment recommendations have been approved by Client and funds have been invested. Fees will not be charged on assets in City checking (i.e., demand deposit) accounts. Fees are char
- 4. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the City's reasonable satisfaction, in accordance with the schedule incorporated in Attachment A "The Proposal", unless extended in writing by the CITY.
- 5. FAMILIARITY WITH WORK. By executing this Agreement, ADVISER represents that ADVISER has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 6. LIMITATION OF DAMAGES. In the event Optimized is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Optimized has received from Client.
- 7. **KEY PERSONNEL**. ADVISER's key person assigned to perform Investment Advisory services under this Agreement is David Bilby. ADVISER shall not assign other persons to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
- 8. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire pursuant to Attachment A "The Proposal", unless earlier termination occurs under Section 12 of this Agreement, or this Agreement is extended in writing in advance by both parties.

- **9. CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by ADVISER and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
- **10. TAXPAYER IDENTIFICATION NUMBER.** ADVISER will provide CITY with a Taxpayer Identification Number.
- 11. **PERMITS AND LICENSES.** ADVISER will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

## **12. TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice will be in writing at least 30 days before the effective termination date.
- B. ADVISER may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by ADVISER shall, at City's option, become City's property, and ADVISER will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. CANCELLATION PERIOD. If a copy of Optimized's ADV brochure has not been provided at least 48 hours prior to the signing of this document, the City is afforded a five-day cancellation option.

## **13. INDEMNIFICATION.**

A. ADVISER shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost of every nature resulting from ADVISER's negligent or wrongful performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY.

- B. The requirements as to the types and limits of insurance coverage to be maintained by ADVISER as required by Section 17, and any approval of said insurance by CITY, is intended to and will limit or qualify the liabilities and obligations otherwise assumed by ADVISER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
- 14. ASSIGNABILITY. This Agreement is for ADVISER's professional services. ADVISER's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.
- 15. INDEPENDENT CONTRACTOR. CITY and ADVISER agree that ADVISER will act as an independent contractor and will have control of all work and the manner in which is it performed. ADVISER will be free to contract for similar service to be performed for other employers while under contract with CITY. ADVISER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct ADVISER as to the details of doing the work or to exercise a measure of control over the work means that ADVISER will follow the direction of the CITY as it relates to the end results of the work only.

## 16. AUDIT OF RECORDS.

- A. ADVISER agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. ADVISER agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees 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 this Agreement. ADVISER further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. ADVISER will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
- 17. CORRECTIVE MEASURES. ADVISER will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. ADVISER will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of ADVISER to implement required corrective measures shall result in immediate termination of this Agreement.

## **18. INSURANCE REQUIREMENTS**.

- A. The ADVISER, at the ADVISER's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
  - 1. If ADVISER has employees, Workers Compensation Insurance as required by law. The Adviser shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
  - 2. General Liability Coverage. The ADVISER shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  - 3. Automobile Liability Coverage. The ADVISER shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the ADVISER arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  - 4. Professional Liability Coverage. Professional liability insurance appropriate to the Adviser's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the completion of Adviser's services or the termination of this Agreement. During this additional 3-year period, Adviser shall annually and upon request of the City submit written evidence of this continuous coverage.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies eligible and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows.

- C. The ADVISER shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- D. Failure on the part of the ADVISER to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- **19. USE OF OTHER ADVISERS**. ADVISER must obtain City's prior written approval to use any Advisers while performing any portion of this Agreement. Such approval must include approval of the proposed Advisers and the terms of compensation. Adviser (Resume of key staff included in Appendix A) is deemed approved by City and no additional written authorization is required.
- 20. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the ADVISER of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the ADVISER for anything done, furnished or relating to the ADVISER'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the ADVISER, its employees, sub-Advisers and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Adviser, its employees, sub-Advisers and agents.
- 21. NOTICES. All communications pertaining to this Agreement to either party by the other party will be deemed made when received by such party at its respective name and mailing or email address as follows and receipt of communication is acknowledged in writing or by email:

City: CITY OF LEMOORE 711 W. Cinnamon Drive Lemoore, CA 93245 (559) 423-3749 Attention: Kevin Northcraft, Interim City Manager Adviser: Optimized Investment Partners, LLC. 2212 Carol View Drive, 103 Cardiff, CA 92007 (858) 335-1141 Attention: David Bilby, CEO

Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. All notices, requests, demands, and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

- 22. INTERPRETATION. This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in San Luis Obispo County.
- 23. ENTIRE AGREEMENT; AMENDMENTS AND WAIVERS. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.
- 24. LIMIT OF SCOPE OF WORK. All services are provided by Optimized Investment Partners, LLC. (Optimized). Optimized is registered with FINRA through IARD as a registered investment adviser. Optimized is not registered with the United States Securities and Exchange Commission (SEC) but may require SEC registration in the future, based upon future assets under management. Those personnel of Optimized providing Investment Advisory services are registered as investment advisors pursuant to the requirements of the state of California. Optimized is a registered investment advisor under the rules and laws

of the State of California. Optimized is not a registered broker/dealer under the Securities Exchange Act of 1934 and does not provide broker/dealer services subject to those laws and the regulations thereunder. Optimized provides investment advisor and other services only in those jurisdictions where it is legally permitted to operate.

- **25. TITLE AND CAPTIONS.** Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision herein.
- 26. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
- 27. EXPIRATION OF PROPOSAL FOR SERVICES. If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.
- **28. SEVERABILITY.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.
- **29. AUTHORITY/MODIFICATION**. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. City's General Manager, or designee, may execute any such amendment on behalf of CITY.
- **30. ASSIGNMENT.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.
- **31. SUCCESORS & ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- **32.** ACCEPTANCE OF ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- **33. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same

instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

- **34. FORCE MAJEURE.** Should performance of this Agreement be delayed or deemed impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party.
- **35. TIME IS OF ESSENCE**. Time is of the essence to comply with dates and schedules to be provided.
- **36. FURTHER ACTIONS.** The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.
- **37. CONFIDENTIALITY.** Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.
- **38. ATTORNEY'S FEES**. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses, and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
- **39. STATEMENT OF EXPERIENCE**. By executing this Agreement, ADVISER represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capaCity to perform the Agreement in a manner satisfactory to CITY. ADVISER represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Advisers, and experience in dealing with public agencies all suggest that ADVISER is capable of performing the proposed contract and has a demonstrated capaCity to deal fairly and effectively with and to satisfy a public City.
- **40. OWNERSHIP OF DOCUMENTS**. It is understood and agreed that the City shall own all documents and other work product of the Adviser, except the Adviser's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Adviser, but any re-use of such documents by the City on any other project without prior written consent of the Adviser shall be at the sole risk of the City. Documents

belonging to the City shall be transmitted to the City immediately and without delay upon any termination of this Agreement.

41. **DISCLAIMER.** Optimized's investment advisory services and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Optimized due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Optimized's analysis must consider the foregoing. Any material conflicts of interest have been disclosed within this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

CITY:

CITY OF LEMOORE

By:

Name: Kevin Northcraft Title: Interim City Manager

Date:

ADVISER:

Optimized Investment Partners, LLC.

By:

Name: David Bilby Title: CEO

Date:



Attachment A (Proposal)

February 22, 2024

Kevin Northcraft Interim City Manager 711 W. Cinnamon Drive Lemoore, CA 93245

#### Re: Proposal (Attachment A) for Investment Advisory Services to the City of Lemoore

Dear Mr. Northcraft:

Optimized Investment Partners, LLC ("Optimized"), is pleased to present this proposal (**Attachment A**) to the City of Lemoore ("Client" or "City") to provide investment advisory services related to the City's surplus funds portfolio to achieve preservation of capital and maintain appropriate levels of liquidity at market yields.

Optimized Investment Partners was formed for one reason. To serve you. Our president and CEO has been working in local government investments for over 19 years. He identified a huge disparity in the investment advisory industry. The larger agencies were offered more opportunities for services than smaller ones. Smaller agencies have been virtually ignored even though it's the smaller agencies that don't have the staffing resources to manage the diverse set of responsibilities required.

#### I. BACKGROUND AND OBJECTIVE

OPTIMIZED will provide specified professional investment advisory services consistent with California government code section 53600 as detailed in the scope of services section below. As a fiduciary to your City, Optimized will place preservation of capital as our top priority, while ensuring appropriate levels of liquidity for day-to-day operations. We will seek to earn market yields once the first two priorities have been achieved.

#### **II. SCOPE OF SERVICES**

OPTIMIZED proposes the following scope of work to assist Client with investment advisory services. Please note that the prospective assignment that OPTIMIZED proposes to provide are advisory in nature. OPTIMIZED will be making specific investment recommendations. None of OPTIMIZED's staff will act in a capacity as an elected official, an appointed official, as staff, or serve in a "designated" position.

- 1. Provide investment advisory services for all surplus funds identified by Optimized and Client in compliance with Government Code Section 53600 and other applicable government codes, local municipal codes, charters, and policies
- 2. Build a comprehensive cash-flow model to enhance liquidity management and increase the amount of funds invested in the investment portfolio
- 3. Investment Policy review and consulting
- 4. Provide general investment education to City Staff and Officials
- 5. Prepare reports of monthly/quarterly transactions
- 6. Monitor the credit of investment securities in the portfolio for compliance with the City's Investment Policy
- 7. Perform interest revenue projections as needed for analysis

- 8. If requested, deliver one virtual public presentation to a commission, special committee, or governing body (e.g. City Council, Board of Directors) of the City.
- 9. As requested, assist with other compliance and audit review requirements as related to OPTIMIZED services, and/or attend publicly noticed City meetings.

#### **III. SCHEDULE AND REQUIRED DATA**

Optimized is prepared to commence work upon receipt of an executed Agreement. Client will promptly provide Optimized with project data requested, including three (3) years of cash transaction detail.

#### Days 1-7

- > Kickoff meeting to discuss and confirm schedule
- Custodial account setup
- Broker/Dealer account setup
- Pool(s) account(s) setup

#### Days 7-14

- Portfolio recommendations
- > Trade execution with Client broker/dealer

#### IV. COMPENSATION/TERM

Consultant shall receive compensation, including authorized reimbursements, for Services rendered under this Agreement at the rates set forth below. Contract will be in force for an initial three (3) year term, with the option to extend twice via one (1) year extension(s).

Investment Advisory Annual Fee Schedule			
Contract Year	Annual Fee	Basis – Assets Under Management	
Year 1 Fiscal Year Ending June 30, 2023	8 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*	
Year 2 Fiscal Year Ending June 30, 2024	8 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*	
Year 3 Fiscal Year Ending June 30, 2025	8 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*	
Year 4 Fiscal Year Ending June 30, 2026	8 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*	

\*Based on the ending monthly custodial bank balance, assets invested in certificates of deposit, and pooled account assets including cash and investments, as reported by the custodial bank, broker/dealers, other banks, and pooled account administrators. Optimized will submit an invoice calculated monthly with a statement provided (Example: \$60 million ending balance would be invoiced at \$60 million \* 0.0008% = \$48,000/12 = \$4,000 monthly).

To the extent alternative assignments are requested, compensation for requested Additional Tasks (defined below) will be based on hours spent at OPTIMIZED's billing rates as shown on **"Exhibit 1."** 

#### V. NON-DISCRETIONARY

This contract does not grant discretionary power to Optimized, or its representatives, and the contract will not be assigned by Optimized without the consent of the Client. Optimized must secure client permission prior to effecting securities transactions for the Client in the client's broker-dealer account(s).

#### Exhibit 1

#### Optimized Investment Partners, LLC. 2024 City Fee Schedule

#### **Professional Services**

President & CEO	\$350.00/hour
Senior Project Manager	\$250.00/hour
Project Analyst / Project Research	\$150.00/hour
Clerical Support	\$ 75.00/hour

#### Additional Expenses

In addition to professional services (labor fees):

- 1) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 2) If Optimized retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 3) Consultant's attendance or participation at any public meeting, in addition to 1 included virtual meeting in scope of services, whether such participation is in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public City Board, other) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this "Exhibit 1."

#### <u>Charges for Court/Deposition/Expert Witness-Related Appearances</u>

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2024.



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## **Staff Report**

#### Item No: 6-4

To: Lemoore City Council

From Kevin Northcraft, Interim City Manager

Date: February 21, 2024

Meeting Date: March 5, 2024

Subject: City Manager Recruitment

#### Strategic Initiative:

□ Growing & Dynamic Economy
⊠ Operational Excellence
□ Not Applicable

#### Proposed Motion:

Approve the recruitment brochure for the position of City Manager and appointment of a two person committee to help with review of applications.

#### Subject/Discussion:

Staff has drafted a recruitment brochure for the position of City Manager. The current City Manager salary range is \$133,987-\$171,005. Staff believes increasing the salary range would be beneficial and possibly broaden the applicant pool.

After review of surrounding City Manager recruitments, the salary range appears to be on the low end. The estimated average annual salary for nine cities in the area is \$196,000 with an average population of 23,400.

Financial Consideration(s): N/A.

Alternatives or Pros/Cons: N/A.

Commission/Board Recommendation: N/A.

**Staff Recommendation:** Staff recommends approval the recruitment brochure for the position of City Manager and appointment of a two person committee to help with review of applications.

Attachments:	Review:	Date:
□ Resolution:	Asst. City Manager	
□ Ordinance:	City Attorney	2/29/2024
□ Map	City Clerk	2/22/2024
Contract	🛛 City Manager	2/29/2024
⊠ Other	Finance	
List: Recruitment Brochure		



# THE CITY OF LEMOORE INVITES YOUR INTEREST FOR THE POSITION OF: CITY MANAGER



## OPPORTUNITY

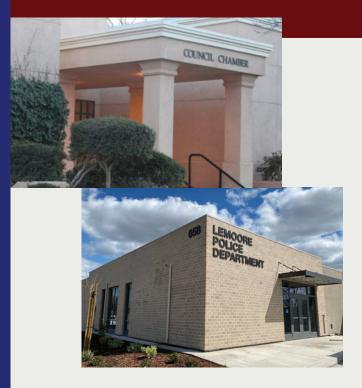
The City of Lemoore is seeking an executive to become its new City Manager. The City Council is looking for an innovative leader with exceptional communication skills, creative solutions-seeking skills, and highly developed fiscal management skills.

## THE COMMUNITY

Lemoore is a growing community with approximately 27,000 residents and is located at the heart of the San Joaquin Valley, equidistant between San Francisco and Los Angeles. Home to Lemoore Naval Air Station, a modern Master Jet Base, the community prides itself on its safe, friendly, small-town environment, active volunteerism, numerous community events, volunteer fire department, and high-quality education. Lemoore is also home to Lemoore College and one of world's largest cheese processing plant, Leprino's Lemoore West plant.

The City offers six parks, numerous youth activities, including a fully equipped Recreation Center, skate park, and a leased 18-hole golf course.

Yosemite, Sequoia and Kings Canyon National Parks, as well as the scenic Central Coast, are all within a two-hour drive.



## **CITY GOVERNMENT**

Incorporated in 1900, the City of Lemoore is a charter city municipality operating under the Council-Manager form of government with four Council Members and one appointed Mayor. Council positions are elected by district and serve four-year overlapping terms. The Council appoints the City Manager, who is responsible for carrying out policy enacted by the Council, supervising all departments, overseeing administration of the City, and maintaining inter-governmental relationships.

Lemoore currently has a staff of 113 full-time equivalent employees. The 2024 total budget is approximately \$17.1 million for the General Fund with an approximate \$9.5 million reserve. The City provides refuse, water, and wastewater services, funded through enterprise funds. City staff currently operates the refuse and wastewater divisions, while the water division has been outsourced. The City has a staffed police department, and a fully volunteer fire department, with 35 volunteers firefighters.

## IDEAL CANDIDATE

The City Manager must thrive in a fastpaced environment with a high level of agility and patience, where multi-tasking is required, while maintaining a focus on important strategic elements to ensure that the City's mission of providing great value in return for the citizens' trust that tax dollars are appropriately spent.

- High integrity and solid character; honest and direct
- Displays a leadership presence
- Excellent customer service, both internal and external
- Able to design and implement financial, budgeting and control systems
- Superior communicator who can quickly cultivate and maintain trust and confidence with a variety of audiences, including City Council, community organizations, peers, subordinates and citizens
- Ability to present complex information and subject matter in a format that is concise and understandable to the lay audience
- Ability to set a positive management tone, provide guidance and motivation, while implementing change

# CHALLENGES AND OPPORTUNITIES

The City Manager will undertake a leadership role in advising the City Council on a wide variety of projects including the following:

- Potential Sales Tax Increase Initiative
- On-going economic development initiatives and actively pursuing viable opportunities that generate potential revenue
- Maintenance of healthy fiscal reserves and enhance financial reporting
- Evaluation of staffing and other areas of cost savings
- The opportunity to build a leadership team

# COMPENSATION AND BENEFITS

The City Manager's salary currently ranges from \$133,987 to \$171,005, dependent on qualifications and experience. The current salary range is under review and an employment agreement will be negotiated with the selected candidate.

- Retirement -The City of Lemoore is a CalPERS participant.
- CLASSIC CalPERS: 2% at 55.
- PEPRA CalPERS: 2% at 62.
- The City participates in Social Security

- 457 Plan- 4% Contribution with an additional 2% match.
- Medical- The City contributes \$1,710 towards health, dental and vision premiums each month.
- Vacation, Sick, Float, Management Leave, and 12 Paid Holidays
- Life Insurance -\$50,000 city paid plan with option for employee buy-up
- City paid State Disability Insurance

## APPLICATION PROCESS

To apply, please submit cover letter, resume, and application to the address provided below or by email to KNorthcraft@lemoore.com.

Interim City Manager- Confidential City Manager Recruitment 711 W. Cinnamon Drive Lemoore, CA 93245



This recruitment shall be continuous until a qualified candidate is selected. This recruitment may include but is not limited to interviews, meet and greets, and pre-employment background screenings.



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## **Staff Report**

Item No: 6-5

To: Lemoore City Council

From Kevin Northcraft, Interim City Manager

Date: February 21, 2024 Meeting Date: March 5, 2024

Subject: Request for Proposals (RFP) Timeline – Refuse Services

#### Strategic Initiative:

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

#### Proposed Motion:

Approve the timeline for the Request for Proposals (RFP) Timeline for Refuse Services.

#### Subject/Discussion:

Council has previously requested a Request for Proposal process to consider the option of contracting for refuse services. We have updated and suggest the following expedited timeline for the Request for Proposals (RFP) for Refuse Services, subject to change as needed:

Activity	Milestone
Electronic Delivery of RFP Packages	March 8, 2024
Mandatory Pre-Proposer Conference	March 14, 2024 – 2:00 PM PST
Deadline for Questions	March 28, 2024 – 5:00 PM PST
Deadline for Submittal of Proposals	April 17, 2024 – 2:00 PM PST
Complete Proposal Evaluation	April 26, 2024
Interview Selected Proposers	TBA, 2024
Select Proposer	May 15, 2024
Finalize Agreement	June 1, 2024
Recommendation to the City Council	June 4, 2024
Preparation for Transition to New Solid Waste	June 1, 2024-July 31, 2024
Handling Services	
Roll out of Commercial Program	August 1, 2024
Roll out of Residential Program	August 1, 2024

## Financial Consideration(s): N/A.

## Alternatives or Pros/Cons: N/A.

## Commission/Board Recommendation: N/A.

**<u>Staff Recommendation:</u>** Staff recommends approval of the timeline for the Request for Proposals (RFP) for Refuse Services.

- □ Resolution:
- □ Ordinance:
- 🗆 Map
- □ Contract
- □ Other
- List:

Review:	Date:
□ Asst. City Manager	
City Attorney	2/29/2024
City Clerk	2/22/2024
⊠ City Manager	2/28/2024
□ Finance	



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## **Staff Report**

#### Item No: 6-6

To: Lemoore City Council

From Kevin Northcraft, Interim City Manager

Date: February 21, 2024

Meeting Date: March 5, 2024

Subject: Investment Policy

#### Strategic Initiative:

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

#### Proposed Motion:

Approval of the Investment Policy for the City of Lemoore, subject to City Attorney review and/or revisions.

#### Subject/Discussion:

The City currently has budget and fiscal policies, but not a full investment policy. The attached updated policy requires the City of Lemoore to invest public funds in a manner to comply with state and local laws; and ensure prudent money management.

The investment policy applies to all investment activities and fiscal assets of the City of Lemoore as accounted for in the Annual Comprehensive Financial Report (ACFR). This policy is applicable, but not limited to, all funds listed below:

- General Fund,
- Capital Funds
- Other Special Revenue Funds, Debt Service Funds, Internal Service Funds
- Any new fund created by the City Council unless specifically exempted.

The City would like to begin investment services to increase City revenues. In order to begin investment services, an updated investment policy would be required.

#### Financial Consideration(s):

N/A.

#### Alternatives or Pros/Cons:

#### Pros:

- Updated Investment Policy
- Compliance with state and local laws

<u>Cons:</u>

• None.

#### Commission/Board Recommendation: N/A.

<u>Staff Recommendation:</u> Staff recommends approval of the Investment Policy for the City of Lemoore, subject to City Attorney review and/or revisions.

Attachments:	<b>Review:</b> □ Asst. City Manager	Date:
□ Ordinance:	⊠ City Attorney	2/29/2024
🗆 Мар	☑ City Clerk	2/28/2024
Contract	City Manager	2/29/2024
⊠ Other	☑ Finance	2/28/2024
List: Draft Investment Policy		

# CITY OF LEMOORE

## (Last Revised 12/20/23)



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#### 1. Policy

The City of Lemoore shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on investment. In accordance with the Municipal Code of the City of Lemoore and under authority granted by the City Council, the City Manager is responsible for investing the unexpended cash in the City Treasury.

#### 2. Scope

The investment policy applies to all investment activities and financial assets of the City of Lemoore as accounted for in the Annual Comprehensive Financial Report (ACFR). This policy is applicable, but not limited to, all funds listed below:

- General Fund
- Capital Funds
- Other Special Revenue Funds, Debt Service Funds, Internal Service Funds
- Any new fund created by the City Council unless specifically exempted.

#### 3. Prudence

The standard of prudence to be used by the designated representative shall be the "prudent investor" standard and shall be applied in the context of managing the overall portfolio. Persons authorized to make investment decisions on behalf of local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency".

The City Manager and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

#### 4. Objectives

The City's primary investment objectives, in order of priority, shall be:

1. Safety: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The City shall seek to preserve principal by mitigating the two types of risk: credit risk and market risk.

- a. Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in issuers that carry the direct or implied backing of the U.S. Government (including, but not limited to, the U.S. Treasury, U.S. Government Agencies, and federally insured banks). The portfolio will be diversified so that the failure of any one issuer does not unduly harm the City's capital base and cash flow.
- b. Market risk, (aka "interest rate risk") defined as market value fluctuations due to overall changes in the general level of interest rates shall be mitigated by limiting the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities prior to maturity and avoiding the purchase of long-term securities for the sole purpose of short-term speculation. Moreover, it is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal dollars. Limited exceptions will be granted for security swaps that would improve the portfolio's yield and/or credit quality.
- 2. Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City of Lemoore to meet all operating requirements which might be reasonably anticipated.
- 3. Return on Investments: The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in this Investment Policy and the cash flow characteristics of the portfolio.

#### 5. Delegation of Authority

The Municipal Code of the City of Lemoore and the authority granted by City Council assign the responsibility of investing unexpended cash to the City Manager. Daily management responsibility of the investment program may be delegated to the Finance Director, who shall establish procedures for the operation consistent with this investment policy.

#### 6. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or impairs their ability to make impartial investment decisions. Additionally, the City Manager and the Finance Director are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC). Furthermore, Investment officials must refrain from undertaking personal investment transactions with the same

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individual(s) employed by the financial institution with whom business is conducted on behalf of the City.

#### 7. Authorized Dealers and Institutions

The Finance Director will maintain a list of approved financial institutions authorized to provide investment services to the public agency in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). Best practices include the following: 1) A determination that all approved broker/dealer firms, and individuals covering the public agency, are reputable and trustworthy; 2) the broker/dealer firms should have the ability to meet all their financial obligations in dealing with the Public Agency; 3) the firms, and individuals covering the agency, should be knowledgeable and experienced in Public Agency investing and the investment products involved; 4) no public deposit shall be made except in a qualified public depository as established by the established state laws; 4) all financial institutions and broker/dealers who desire to conduct investment transactions with the public agency may supply the City Manager with audited financial statements, proof of FINRA certification, trading resolution, proof of State of California registration, a completed broker/dealer questionnaire, certification of having read the Public Agency's investment policy and depository contracts.

The City Manager may conduct an annual review of the financial condition and registrations of qualified dealers & institutions.

#### 8. Authorized and Suitable Investments

Investment of City funds is governed by the California Government Code Sections 53600 et seq. Within the context of the limitations, the following investments are authorized, as further limited herein:

- 1. United States Treasury Bills, Bonds, and Notes or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio that can be invested in this category, although a five-year maturity limitation is applicable.
- 2. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- 3. Local Agency Investment Fund (LAIF), which is a State of California managed investment pool, and the Kings County Investment pool, may be used up to the maximum permitted by California State Law. A review of the pool/fund is required when part of the list of authorized investments, with the knowledge that the pool/fund may include some investments allowed by statute but not explicitly identified in this investment policy.

Additionally, shares of beneficial interest issued by a joint powers authority organized pursuant to CA Code (Section 6509.7) that invests in the securities and obligations in compliance with CA Code 53601 (subsection 'a' to 'r', inclusive) are also authorized. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- The adviser has not less than five years of experience investing in the securities and obligations authorized in CA Code (subsection 'a' to 'r', inclusive).
- The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
- 4. Negotiable Certificates of Deposit issued by nationally or state-chartered banks (FDIC insured institutions) or state or federal savings institutions. Purchases of negotiable certificates of deposit may not exceed 30% of total portfolio. Principal and accrued interest on these investments must not exceed the \$250,000 FDIC insurance limit. A maturity limitation of five years is applicable.
- 5. Time deposits or placement service deposits, non-negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more than 50% of the investment portfolio may be invested in this investment type. A maturity limitation of five years is applicable. Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30 percent. Investments made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.
- 6. Various daily money market funds administered for or by trustees, paying agents and custodian banks contracted by the City of Lemoore may be purchased as allowed under the State of California Government Code. Only funds holding U.S. Treasury or Government agency obligations can be used.

The following summary of maximum percentage limits, by instrument, are established for the City's investment portfolio:

Authorized Investment Type	Government Code	Maximum Maturity	Minimum Credit Quality	Maximum in Portfolio	Maximum Investment in One Issuer
Treasury Obligations (bills, notes, & bonds)	53601(b)	5 Years	N/A	100%	N/A
US Government Agency and Federal Agency Securities	53601(f)	5 Years	N/A	100%	N/A
Local Agency Investment Fund (LAIF)	16429.1	Upon Demand	N/A	As permitted by LAIF (currently \$65 million per account)	N/A
Kings County Investment Pool	53684	Upon Demand	N/A	As permitted by County Treasurer (currently no limit)	N/A
Joint Powers Authority Pool	53601(p)	N/A	See § 8.3 (above)	None	N/A
Negotiable Certificates of Deposit	53601(i)	5 Years	N/A	30%	N/A
Placement Service Deposits	53601.8 and 53635.8	5 Years	N/A	50%	N/A

#### 9. Review of Investment Portfolio

The securities held by the City of Lemoore must be in compliance with Section 8.0 "Authorized and Suitable Investments" at the time of purchase. The City Manager should review the portfolio (at least annually) to identify those securities that do not comply.

The City Manager should establish procedures to report any major and critical incidences of noncompliance identified through the review of the portfolio.

#### 10. Investment Pools / Money Market Funds

A thorough investigation of the investment pool/money market fund is required prior to investing, and on a continual basis. Best efforts will be made to acquire the following information:

- 1. A description of eligible investment securities, and a written statement of investment policy and objectives.
- 2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
- 3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- 4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

- 5. A schedule for receiving statements and portfolio listings.
- 6. Are reserves, retained earnings, etc. utilized by the pool/fund?
- 7. A fee schedule, and when and how is it assessed.
- 8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

#### 11. Collateralization

Collateralization will be required on two types of investments: non-negotiable certificates of deposit and repurchase (and reverse repurchase) agreements. To anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value for non-negotiable certificate of deposit and 102% for reverse repurchase agreements of principal and accrued interest.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained.

The City may waive the collateralization requirements for any portion of the deposit that is covered by Federal Deposit Insurance.

#### 12. Safekeeping and Custody

All security transactions shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the City Manager and evidenced by safekeeping receipts.

#### 13. Diversification

The City shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. To promote diversification, no more than 5% of the portfolio may be invested in the securities of any one issuer, regardless of security type, excluding U.S. Treasuries, federal agencies, and pooled investments such as LAIF, money market funds, or local government investment pools.

#### 14. Maximum Maturities

To the extent possible, the City of Lemoore will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase. Any investment longer than 5 years must be done with advance permission from City Council.

#### 15. Internal Controls

The City Manager is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Lemoore are protected from loss, theft, fraud or misuse.

Separation of functions between the City Manager and Finance Director is designed to provide an ongoing internal review to prevent the potential for converting assets or concealing transactions.

Investment decisions are made by the City Manager, executed by the Senior Accountant/Accountant and confirmed by the Finance Director. All wire transfers initiated by the Finance Director must be reconfirmed by the appropriate financial institution to the City Manager. Proper documentation obtained from confirmation and cash disbursement wire transfers is required for each investment transaction. Timely bank reconciliation is conducted to ensure proper handling of all transactions.

The investment portfolio and all related transactions are reviewed and balanced to appropriate general ledger accounts by the Finance Director on a monthly basis. An independent analysis by an external auditor shall be conducted annually to review and perform procedure testing on the City's cash and investments that have a material impact on the financial statements. The City Manager shall review and assure compliance with investment process and procedures.

#### **16. Performance Standards**

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

The City intends to spread its investments relatively evenly between 0 and 5 years and hold those investments to maturity. The City is limiting its authorized investments to the safest end of the investment spectrum—debt issued by the U.S. Treasury, U.S. Government Agencies, and debt that is federally insured (see section 8.0 Authorized and Suitable Investments, above, for a complete list of authorized investments).

Therefore, an appropriate performance benchmark will be a Constant Treasury Maturity Rate consistent with the weighted average maturity of the portfolio. The City recognizes that benchmarks may change over time based on changes in market conditions or cash flow requirements.

#### 17. Reporting

The City Manager shall review and render quarterly reports to the City Council that include the following information:

- Investment type (e.g. U.S. Treasury Note, U.S. Government Agency Bond)
- Name of the issuer (e.g. Federal Farm Credit Bank, Federal Home Loan Bank)
- Maturity date

- Yield to maturity
- Current market value and source of market value
- Par and dollar amount for each security the City has invested in
- Par and dollar amount on any money held by the City (e.g. LAIF balance, Cash Balance).

The report shall also include a description of any of the City's funds, investments, or programs that are under the management of contracted parties, including lending programs.

The quarterly report shall state compliance of the portfolio to the investment policy, or manner in which the portfolio is not in compliance.

The quarterly report shall include a statement denoting the ability of the City to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient money shall (or may not) be available.

The quarterly reports shall be placed on the City Council meeting agenda for its review and approval no later than 45 days after the quarter ends. If there are no Council meetings within the 45-day period, the quarterly report shall be presented to the Council at the soonest possible meeting thereafter.

#### 18. Investment Policy Adoption

The City of Lemoore investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

The City Manager shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, master repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City of Lemoore.

#### 19. Glossary of Terms in this Policy

Accrued Interest: Interest earned but not yet received.

**Annual Comprehensive Financial Report (ACFR):** The official annual financial report for the City. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP).

**Bond:** A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

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**Bond Swap:** Selling one bond issue and buying another at the same time in order to create an advantage for the investor. Some benefits of swapping may include tax-deductible losses, increased yields, and an improved quality portfolio.

**Broker:** In securities, the intermediary between a buyer and a seller of securities. The broker, who usually charges a commission, must be registered with the exchange in which he or she is trading, accounting for the name registered representative.

**Certificate of Deposit:** A deposit insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC) at a set rate for a specified period of time.

**Collateral:** Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

**Constant Maturity Treasury (CMT):** An average yield of a specific Treasury maturity sector for a specific time frame. This is a market index for reference of past direction of interest rates for the given Treasury maturity range.

**Custody:** A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement that also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

**Delivery vs. Payment (DVP):** Delivery of securities with a simultaneous exchange of money for the securities.

**Diversification:** Dividing investment funds among a variety of securities offering independent returns and risk profiles.

**Federal Deposit Insurance Corporation (FDIC):** Insurance provided to customers of a subscribing bank that guarantees deposits to a set limit (currently \$250,000) per account.

Interest Rate: The annual yield earned on an investment, expressed as a percentage.

Liquidity: Refers to the ability to rapidly convert an investment into cash.

**Market Value:** The price at which a security is trading and could presumably be purchased or sold.

**Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.

**Portfolio:** Collection of securities held by an investor.

**Primary Dealer:** A group of government securities dealers that submit daily reports of market activity and security positions held to the Federal Reserve Bank of New York and are subject to its informal oversight.

**Purchase Date:** The date in which a security is purchased for settlement on that or a later date.

**Rate of Return:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**Risk:** Degree of uncertainty of return on an asset. Safekeeping: See Custody.

**Settlement Date:** The date on which a trade is cleared by delivery of securities against funds.

**Time Deposit:** A deposit in an interest-paying account that requires the money to remain on account for a specific length of time. While withdrawals can generally be made from a passbook account at any time, other time deposits, such as certificates of deposit, are penalized for early withdrawal.

**Treasury Obligations:** Debt obligations of the U.S. Government that are sold by the Treasury Department in the forms of bills, notes, and bonds. Bills are short-term obligations that mature in one year or less. Notes are obligations that mature between one year and ten years. Bonds are long-term obligations that generally mature in ten years or more.

**U.S. Government Agencies:** Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

**Yield:** The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

**Yield to Maturity:** The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

#### 20. Glossary of General Investment Terms

Active Deposits: Funds that are immediately required for disbursement.

**Amortization:** An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

**Asked Price:** The price a broker dealer offers to sell securities. Basis Point: One basis point is one hundredth of one percent (.01). Bid Price: The price a broker / dealer offers to purchase securities.

**Book Entry Securities:** Securities, such stocks held in "street name," that are recorded in a customer's account, but are not accompanied by a certificate. The trend is toward a certificate-free society to cut down on paperwork and to diminish investors' concerns about the certificates themselves. All the large New York City banks, including those that handle the bulk of the transactions of the major government securities dealers, now clear most of their transactions with each other and with the Federal Reserve through the use of automated telecommunications and the "book-entry" custody system maintained by the Federal Reserve Bank of New York. These banks have deposited with the Federal Reserve Bank a major portion of their government and agency securities holdings, including securities held for the accounts of their customers or in a fiduciary capacity for the City. Virtually all transfers for the account of the banks, as well as for the government securities dealers who are their clients, are now effected solely by bookkeeping entries. The system reduces the costs and risks of physical handling and speeds the completion of transactions.

**Book Value:** The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

Bullet Bond: See "Non-callable Bond."

**Callable Bond:** A debit obligation where the bond issuer (i.e. borrower) has the option to *call the bond* or pay it off early (before the scheduled maturity date). For instance, a 5-year bond might be "callable quarterly"—meaning that, although the bond has a scheduled end date 5 years from now, it could end in 3 months (and every 3 months after that, until the scheduled maturity date).

**Coupon:** The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

**Credit Analysis:** A critical review and appraisal of the economic and financial conditions or of the ability to meet debt obligations.

**Current Yield:** The interest paid on an investment expressed as a percentage of the current price of the security.

**Discount:** The difference between the cost of a security and its value at maturity when quoted at lower than face value.

**Duration:** The weighted average maturity of a bond's cash flow stream, where the present value of the cash flows serve as the weights; the future point in time at which on average, an investor has received exactly half of the original investment, in present value terms; a bond's zero-coupon equivalent; the fulcrum of a bond's present value cash flow time line.

**Fannie Mae:** Trade name for the Federal National Mortgage Association (FNMA), a U.S. sponsored corporation.

**Federal Reserve System:** The central bank of the U.S. that consists of a seven member Board of Governors, 12 regional banks and approximately 8,000 commercial banks that are members.

**Fed Wire:** A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

**Freddie Mac:** Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. sponsored corporation.

**Investment Agreements:** An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

**Nationally Recognized Statistical Rating Organizations (NRSRO):** A U.S. Securities & Exchange Commission registered agency that assesses the creditworthiness of an entity or specific security. NRSRO typically refers to Standard and Poor's Ratings Services, Fitch Ratings, Inc. or Moody's Investors Services.

**New Issue:** Term used when a security is originally "brought" to market.

**Non-callable Bond:** Also known as, *"Bullet Bond."* A non-callable bond is a debt obligation where the bond issuer does not have the option to "call the bond" i.e.-end the bond before the scheduled maturity date.

**Perfected Delivery:** Refers to an investment where the actual security or collateral is held by an independent third party representing the purchasing entity.

**Repurchase Agreement (REPO):** A transaction where the seller (bank) agrees to buy back from the buyer (City) the securities at an agreed upon price after a stated period of time.

**Reverse Repurchase Agreement (REVERSE REPO):** A transaction where the seller (City) agrees to buy back from the buyer (bank) the securities at an agreed upon price after a stated period of time.

**Secondary Market:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**Yield Curve:** The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

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## Staff Report

То:	Lemoore City Council	
From:	Marisa Avalos, City Clerk	
Date:	February 22, 2024	Meeting Date: March 5, 2024
Subject:	Activity Update	
Strategic Initiative:	<ul> <li>□ Safe &amp; Vibrant Community</li> <li>⊠ Fiscally Sound Government</li> <li>□ Community &amp; Neighborhood Livability</li> </ul>	<ul> <li>Growing &amp; Dynamic Economy</li> <li>Operational Excellence</li> <li>Not Applicable</li> </ul>

#### <u>Reports</u>

➢ Warrant Register – FY 23/24

February 22, 2024

#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

 CHECK RUN:
 MJ022224
 02/22/2024

 DUE DATE:
 02/22/2024

CASH A	CCOUNT: 9999-000-0000-00000	-100100		P Cash					
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1259	ADVANCED PEST CONTROL	0000		INV	02/22/2024	0114517			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-00	000-530100			Prof Cont	50.00			
							50.00		
1259	ADVANCED PEST CONTROL	0000		INV	02/22/2024	0114518			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-00	000-530100			Prof Cont	50.00			
							50.00		
						CHECK TOTAL	100.00		
6869	WELLS FARGO BANK, N.A	0000	24	INV	02/22/2024	897680			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5200-880-0000-00	000-530100			Prof Cont	1,868.80			
							1,868.80		
						CHECK TOTAL	1,868.80		
6487	CITY OF FRESNO-POLICE	0001	431	INV	02/22/2024	20003158			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-830-0000-00	000-510150			Training	593.00			
							593.00		
6487	CITY OF FRESNO-POLICE	0001	430	INV	02/24/2024	20003676			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-830-0000-00	000-510150			Training	593.00			
0.407		0004	100	15.15.7	00/00/0004	00000151	593.00		
6487	CITY OF FRESNO-POLICE	0001	429	INV	02/22/2024	20003154			
	ACCOUNT DETAIL	000 540450			<b>.</b>	LINE AMOUNT			
	1 1000-830-0000-00	000-510150			Training	593.00	593.00		
6487	CITY OF FRESNO-POLICE	0001	426	INV	02/22/2024	20003156	593.00		
0407	ACCOUNT DETAIL	0001	420	INV	02/22/2024	LINE AMOUNT			
	1 1000-830-0000-00	000 510150			Training	593.00			
	1 1000-830-0000-00	000-510150			Training	595.00	593.00		
6487	CITY OF FRESNO-POLICE	0001	428	INV	02/22/2024	20003157	000.00		
0401	ACCOUNT DETAIL	0001	.20		52,22/2024	LINE AMOUNT			
	1 1000-830-0000-00	000-510150			Training	593.00			
						000.00	593.00		
							000.00		

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 User:
 Maritza Jones (mjones)

 Program ID:
 apwarrnt

Page 1

Warrant Register 2-22-2024



#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 DUE DATE: 02/22/2024 02/22/2024

	CCOUNT: 9999-000-0000-0000	0-100100				Cash			
ENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHEC
6487	CITY OF FRESNO-POLICE	0001	427	INV	02/22/2024	20003155			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-830-0000-0	0000-510150			Training	593.00			
							593.00		
						CHECK TOTAL	3,558.00		
7339	FURTADO WELDING & IND	0001		INV	02/22/2024	49637			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5200-880-0000-0	0000-520100			Supplies	90.09			
							90.09		
						CHECK TOTAL	90.09		
772	COUNTY OF KINGS INFO	0001	135	INV	02/22/2024	01012024			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-830-0000-0	0000-530100			Prof Cont	7,671.60			
							7,671.60		
						CHECK TOTAL	7,671.60		
234	KINGS WASTE AND RECYC	0000	30	INV	02/22/2024	01312024			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5200-880-0000-0	0000-530100			Prof Cont	97,734.30			
							97,734.30		
234	KINGS WASTE AND RECYC	0000		INV	02/22/2024	02012024			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5200-880-0000-0	0000-530100			Prof Cont	275.00			
							275.00		
						CHECK TOTAL	98,009.30		
287	LC ACTION POLICE SUPP	0000	508	INV	02/22/2024	461491			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-830-0000-0	0000-520100			Supplies	1,688.45			
						.,	1.688.45		
						CHECK TOTAL	1,688.45		
314	LEMOORE AUTO SUPPLY	0000		INV	02/22/2024	7459-306924			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	95.40			
							95.40		
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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH A	CCOUNT: 9999-000-0000-0000	0-100100			A/F	Cash			
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
314	LEMOORE AUTO SUPPLY ACCOUNT DETAIL	0000		INV	02/22/2024	7459-307490 LINE AMOUNT			
	1 5000-870-0000-0	0000-520100			Supplies	22.46	22.46		
314	LEMOORE AUTO SUPPLY ACCOUNT DETAIL	0000		INV	02/22/2024	7459-307547 LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	12.86			
							12.86		
						CHECK TOTAL	130.72		
297	LEMOORE CANAL & IRRIG	0000		INV	02/22/2024	ORIG RECIEPT #1863			
	ACCOUNT DETAIL				0.15				
	1 1000-000-0000-0	0000-202100			Cust Dep	250.00	050.00		
						CHECK TOTAL	250.00 <b>250.00</b>		
						CHECK IOTAL	250.00		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B453607			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	46.78			
							46.78		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A421757			
	ACCOUNT DETAIL				<b>•</b> "				
	1 1000-835-0000-0	0000-520100			Supplies	67.20	67.20		
304	LEMOORE HARDWARE	0000		CRM	02/22/2024	B453616	67.20		
304		0000		CRIVI	02/22/2024	LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	-24.39			
	1 1000 020 0000 0	0000 020100			Cappiloo	24.00	-24.39		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A421810			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	11.20			
004				15 D (	00/00/0004	D 450303	11.20		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B453737			
	ACCOUNT DETAIL	0000 500100			Cumpling	LINE AMOUNT 45.30			
	1 1000-835-0000-0	0000-520100			Supplies	45.30	45.30		
							40.00		

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 Maritza Jones (mjones)

 Program ID:
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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH AC	CCOUNT: 9999-000-0000-0000	00-100100			A/F	P Cash			
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A421963			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	23.42			
204		0000		15157	00/00/0004	4 4000 50	23.42		
304	LEMOORE HARDWARE ACCOUNT DETAIL	0000		INV	02/22/2024	A422058 LINE AMOUNT			
	1 5100-885-0000-0	0000 500100			Cumpling	13.57			
	1 5100-865-0000-0	0000-520100			Supplies	13.57	13.57		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422088	10.07		
	ACCOUNT DETAIL	0000			02,22,202				
	1 1000-825-0000-0	0000-520100			Supplies	113.94			
							113.94		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422101			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	30.54			
							30.54		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422114			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	45.39	15.00		
204	LEMOORE HARDWARE	0000		INV	02/22/2024	B453956	45.39		
304		0000		INV	02/22/2024	LINE AMOUNT			
	1 1000-825-0000-0	0000 520100			Supplies	106.82			
	1 1000-825-0000-0	0000-520100			Supplies	100.82	106.82		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422144	100.02		
	ACCOUNT DETAIL	0000			02,22,202	LINE AMOUNT			
	1 5000-870-0000-0	0000-520100			Supplies	56.64			
							56.64		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422180			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	8.66			
							8.66		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422193			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	44.67			
							44.67		

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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH A	CCOUNT: 9999-000-0000-0000	00-100100			A/P	Cash			
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422194			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	51.89			
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422207	51.89		
304		0000		IINV	02/22/2024	LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	2.13			
	1 3100-883-0000-0	0000-320100			Supplies	2.15	2.13		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B454021	2.10		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	25.46			
							25.46		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422282			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	8.14			
004				<b>IN</b> 10 /	00/00/0004		8.14		
304	LEMOORE HARDWARE ACCOUNT DETAIL	0000		INV	02/22/2024	A422444 LINE AMOUNT			
	1 1000-825-0000-0	0000 500100			Cumpling	28.36			
	1 1000-825-0000-0	0000-520100			Supplies	20.30	28.36		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422515	20.30		
	ACCOUNT DETAIL	0000			02/22/2021	LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	185.16			
							185.16		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422538			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	48.88			
							48.88		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B454348			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	00000-520100			Supplies	30.56	20 50		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422583	30.56		
304		0000		INV	02/22/2024	LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	10.27			
	1000-000-000-0	0000 020100			Cappilos	10.27	10.27		

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 User:
 Maritza Jones (mjones)

 Program ID:
 apwarrnt



#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH A	CCOUNT: 9999-000-0000-0000	0-100100			A/P	Cash			
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B454388			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5000-870-0000-0	0000-520100			Supplies	47.02	17.00		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B454399	47.02		
304		0000		linv	02/22/2024	LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	31.55			
		0000 020100			oupplies	01100	31.55		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B454631			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5000-870-0000-0	0000-520100			Supplies	75.14			
							75.14		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B454642			
	ACCOUNT DETAIL	0000 500400			Our and line of				
	1 1000-835-0000-0	0000-520100			Supplies	34.62	34.62		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B454666	34.02		
	ACCOUNT DETAIL	0000			02/22/2021	LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	54.45			
							54.45		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422927			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	9.17			
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422950	9.17		
304		0000		INV	02/22/2024	LINE AMOUNT			
	1 5000-870-0000-0	0000-520100			Supplies	38.19			
	1 3000-870-0000-0	0000-320100			Supplies	50.15	38.19		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A422964	00110		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	24.09			
							24.09		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A4222980			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5000-870-0000-0	0000-520100			Supplies	34.12	24.40		
							34.12		

 Report generated:
 02/22/2024 13:30:15

 User:
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 Program ID:
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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH ACCOUNT: 9999-000-0000-00000-100100						P Cash			
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A423002			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	22.29	00.00		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B454802	22.29		
304		0000		INV	02/22/2024	LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	118.13			
	1 1000-020-0000-0	0000-020100			Oupplies	110.10	118.13		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A423088			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-840-0000-0	0000-520100			Supplies	43.79			
							43.79		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A423332			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	32.56			
204	LEMOORE HARDWARE	0000		INV	02/22/2024	B455119	32.56		
304		0000		INV	02/22/2024	LINE AMOUNT			
	1 1000-825-0000-0	0000 520100			Supplies	97.77			
	1 1000-825-0000-0	0000-520100			Supplies	91.11	97.77		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A423379	01.11		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	58.05			
							58.05		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A423396			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	64.18			
204	LEMOORE HARDWARE	0000		15.15.7	00/00/0004	4400407	64.18		
304		0000		INV	02/22/2024	A423437 LINE AMOUNT			
	1 5100-885-0000-0	0000 520100			Supplies	8.91			
	1 5100-665-0000-0	0000-520100			Supplies	0.91	8.91		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A423631	0.91		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	17.31			
							17.31		

 Report generated:
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 User:
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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH A	CCOUNT: 9999-000-0000-0000	00-100100			A/P	Cash			
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A423681			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	33.61			
204		0000		IND /	00/00/0004	4400740	33.61		
304	LEMOORE HARDWARE ACCOUNT DETAIL	0000		INV	02/22/2024	A423713 LINE AMOUNT			
	1 5000-870-0000-0	0000 500100			Cumpling	4.77			
	1 5000-870-0000-0	0000-520100			Supplies	4.77	4.77		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A423720	4.17		
004	ACCOUNT DETAIL	0000			OLILLILOL4	LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	40.18			
							40.18		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A423731			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	11.80			
							11.80		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B455488			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	10.67			
004				<b>IN</b> 10 /	00/00/0004	4 400707	10.67		
304	LEMOORE HARDWARE ACCOUNT DETAIL	0000		INV	02/22/2024	A423767 LINE AMOUNT			
		0000 500100			Cumpling	1.21			
	1 5100-885-0000-0	0000-520100			Supplies	1.21	1.21		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B455532	1.21		
004	ACCOUNT DETAIL	0000			OLILLILOL4	LINE AMOUNT			
	1 5000-870-0000-0	0000-520100			Supplies	27.48			
					oupplies	21110	27.48		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A423790			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	35.12			
							35.12		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B455745			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	28.51			
							28.51		

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 User:
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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH AG	CCOUNT: 9999-000-0000-0000	00-100100			A/F	Cash			
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424012			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5000-870-0000-0	0000-520100			Supplies	25.46			
204		0000		15157	00/00/0004	101010	25.46		
304	LEMOORE HARDWARE ACCOUNT DETAIL	0000		INV	02/22/2024	A424016 LINE AMOUNT			
	1 1000-835-0000-0	0000 500100			Cumpling	18.33			
	1 1000-835-0000-0	0000-520100			Supplies	10.33	18.33		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B455794	10:55		
004	ACCOUNT DETAIL	0000			02/22/2024	LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	23.99			
							23.99		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B455808			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	46.85			
							46.85		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B455813			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	22.69			
004				15.15.7	00/00/0004	D 455000	22.69		
304	LEMOORE HARDWARE ACCOUNT DETAIL	0000		INV	02/22/2024	B455882 LINE AMOUNT			
	1 1000-825-0000-0	0000 500100			Cumpling	81.79			
	1 1000-825-0000-0	0000-520100			Supplies	81.79	81.79		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B455925	01.79		
004	ACCOUNT DETAIL	0000			02/22/2024	LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	41.31			
							41.31		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424153			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5000-870-0000-0	0000-520100			Supplies	11.20			
							11.20		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B455955			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-850-0000-0	0000-520100			Supplies	53.55			
							53.55		

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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH A	CCOUNT: 9999-000-0000-0000	00-100100			_A/P	Cash			
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424194			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	8.66			
204		0000		IND /	00/00/0004	4404057	8.66		
304	LEMOORE HARDWARE ACCOUNT DETAIL	0000		INV	02/22/2024	A424357 LINE AMOUNT			
	1 1000-825-0000-0	0000 520100			Supplies	28.52			
	1 1000-823-0000-0	0000-520100			Supplies	20.32	28.52		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B456168	20.32		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	113.94			
							113.94		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424368			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	23.42			
							23.42		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B456175			
	ACCOUNT DETAIL	0000 500400			0 "				
	1 1000-825-0000-0	0000-520100			Supplies	54.56	54.56		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424377	54.50		
004	ACCOUNT DETAIL	0000			02/22/2024	LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	14.25			
					ouppiloo	11.20	14.25		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424390			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	9.16			
							9.16		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424408			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	27.05			
204		0000			02/22/2024	D456006	27.05		
304	LEMOORE HARDWARE ACCOUNT DETAIL	0000		INV	02/22/2024	B456226 LINE AMOUNT			
	1 1000-825-0000-0	0000 520100			Supplies	90.60			
	1 1000-625-0000-0	0000-520100			Supplies	90.60	90.60		
							90.00		

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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH A	CCOUNT: 9999-000-0000-0000	00-100100			A/P	Cash			
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424477			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	58.86			
304	LEMOORE HARDWARE	0000	18	INV	02/22/2024	B456331	58.86		
304		0000	10	INV	02/22/2024	LINE AMOUNT			
	1 5200-880-0000-0	0000 520100			Supplies	17.95			
	1 3200-880-0000-0	0000-320100			Supplies	17.55	17.95		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B456345	11.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	69.69			
							69.69		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B456516			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	41.13			
						5 ( 5 5 5 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6	41.13		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B456541 LINE AMOUNT			
	ACCOUNT DETAIL 1 5100-885-0000-0	0000 500400			O	40.74			
	1 5100-885-0000-0	0000-520100			Supplies	40.74	40.74		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424706	40.74		
004	ACCOUNT DETAIL	0000			02/22/2024	LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	15.03			
							15.03		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B456571			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	7.64			
							7.64		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424773			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-0	0000-520100			Supplies	38.56	00.50		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424812	38.56		
304		0000		INV	02/22/2024	LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	32.86			
	1 0100-000-0000-0	0000-020100			Oupplies	52.00	32.86		
							02.00		

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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH A	CCOUNT: 9999-000-0000-0000	0-100100			A/P	Cash			
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424819			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	13.12	10.10		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424855	13.12		
304		0000		IINV	02/22/2024	LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	11.63			
	1 3100-000-0000-0	0000-320100			Oupplies	11.00	11.63		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424859	11.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	0.61			
							0.61		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424870			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	9.19	9.19		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424877	9.19		
504	ACCOUNT DETAIL	0000			02/22/2024				
	1 5100-885-0000-0	0000-520100			Supplies	15.27			
							15.27		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	B456823			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 5100-885-0000-0	0000-520100			Supplies	16.29			
							16.29		
304	LEMOORE HARDWARE ACCOUNT DETAIL	0000		INV	02/22/2024	A424975			
	1 5000-870-0000-0	0000 520100			Cumpling	LINE AMOUNT 28.51			
	1 5000-870-0000-0	0000-520100			Supplies	28.51	28.51		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424978	20.01		
	ACCOUNT DETAIL	0000			02,22,2021	LINE AMOUNT			
	1 5000-870-0000-0	0000-520100			Supplies	12.22			
							12.22		
304	LEMOORE HARDWARE	0000		INV	02/22/2024	A424986			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-835-0000-0	0000-520100			Supplies	22.90			
							22.90		

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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH AG	CCOUNT: 9999-000-0000-0000	-100100			A/P	Cash			
VENDOR 304	LEMOORE HARDWARE ACCOUNT DETAIL	<b>REMIT</b> 0000	PO	TYPE INV	<b>DUE DATE</b> 02/22/2024	INVOICE A425012 LINE AMOUNT	AMOUNT	VOUCHER	CHECK
	1 5100-885-0000-00	000-520100			Supplies	41.41 CHECK TOTAL	41.41 <b>3,174.22</b>		
7175	MATHESON TRI-GAS INC. ACCOUNT DETAIL	0000	108	INV	02/22/2024	0029124260 LINE AMOUNT			
	1 5000-870-0000-00	000-520110			Sup Chl	2,166.91	2,166.91		
7175	MATHESON TRI-GAS INC. ACCOUNT DETAIL	0000	108	INV	02/22/2024	0029124198 LINE AMOUNT			
	1 5000-870-0000-00	000-520110			Sup Chl	2,166.91	2,166.91		
						CHECK TOTAL	4,333.82		
6245	MOORE TWINING ASSOCIA ACCOUNT DETAIL	0000	140	INV	02/22/2024	4134787 LINE AMOUNT			
	1 5100-885-0000-00	000-530100			Prof Cont	132.00	132.00		
6245	MOORE TWINING ASSOCIA ACCOUNT DETAIL	0000	140	INV	02/22/2024	4134973 LINE AMOUNT	102.00		
	1 5100-885-0000-00	000-530100			Prof Cont	70.00	70.00		
6245	MOORE TWINING ASSOCIA ACCOUNT DETAIL	0000	140	INV	02/22/2024	4135079 LINE AMOUNT			
	1 5100-885-0000-00	000-530100			Prof Cont	100.00	100.00		
6245	MOORE TWINING ASSOCIA ACCOUNT DETAIL	0000	140	INV	02/22/2024	4135373 LINE AMOUNT	100.00		
	1 5100-885-0000-00	000-530100			Prof Cont	35.00	35.00		
6245	MOORE TWINING ASSOCIA ACCOUNT DETAIL	0000	140	INV	02/22/2024	4135548 LINE AMOUNT	55.00		
	1 5100-885-0000-00	000-530100			Prof Cont	65.00	65.00		

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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH A	CCOUNT: 9999-000-0000-0000	0-100100			A/F	Cash			
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6245	MOORE TWINING ASSOCIA ACCOUNT DETAIL	0000	140	INV	02/22/2024	4135668 LINE AMOUNT			
	1 5100-885-0000-00	0000-530100			Prof Cont	1,100.00	1,100.00		
6245	MOORE TWINING ASSOCIA ACCOUNT DETAIL	0000	140	INV	02/22/2024	4135827 LINE AMOUNT	.,		
	1 5100-885-0000-00	0000-530100			Prof Cont	135.00	135.00		
						CHECK TOTAL	1,637.00		
345	MORGAN & SLATES, INC. ACCOUNT DETAIL	0000		INV	02/22/2024	1779959 LINE AMOUNT			
	1 5100-885-0000-00000-520100				Supplies	127.40	127.40		
						CHECK TOTAL	127.40		
7317	ODP BUSINESS SOLUTION ACCOUNT DETAIL	0000		INV	02/22/2024	348657907001 LINE AMOUNT			
	1 1000-815-0000-00000-520100 2 5000-875-0000-00000-520100				Supplies Supplies	128.35 42.78			
							171.13		
						CHECK TOTAL	171.13		
5941	OMEGA INDUSTRIAL SUPP ACCOUNT DETAIL	0000		INV	02/22/2024	154857 LINE AMOUNT			
	1 1000-825-0000-00000-520100				Supplies	332.64			
							332.64		
						CHECK TOTAL	332.64		
876	QUAD KNOPF, INC. ACCOUNT DETAIL	0001	97	INV	02/22/2024	121409 LINE AMOUNT			
	1 1000-845-0000-00	0000-530100			Prof Cont	1,056.42	1,056.42		
876	QUAD KNOPF, INC. ACCOUNT DETAIL	0001	97	INV	02/22/2024	121412 LINE AMOUNT	1,000.42		
	1 1000-845-0000-00	0000-530100			Prof Cont	1,813.41			
							1,813.41		

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#### ACCOUNTS PAYABLE EDIT

#### Detail Invoice List

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

	CCOUNT: 9999-000-0000-00000	-100100				Cash			
ENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHEC
876	QUAD KNOPF, INC.	0001	97	INV	02/22/2024	121415			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-845-0000-00	000-530100			Prof Cont	105.12			
070		0004	07	1N.D. (	00/00/0004	101111	105.12		
876	QUAD KNOPF, INC.	0001	97	INV	02/22/2024	121411			
	ACCOUNT DETAIL				D (0 )				
	1 1000-845-0000-00	000-530100			Prof Cont	541.08	541.08		
876	QUAD KNOPF, INC.	0001	97	INV	02/22/2024	121410	541.06		
070	ACCOUNT DETAIL	0001	51		02/22/2024	LINE AMOUNT			
	1 1000-845-0000-00	000-530100			Prof Cont	355.86			
	1 1000-040-0000-00	000-000100			1 Ioi Ooni	000.00	355.86		
876	QUAD KNOPF, INC.	0001	160	INV	02/22/2024	122057	000.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-820-0000-00	000-530100			Prof Cont	319.41			
							319.41		
876	QUAD KNOPF, INC.	0001	160	INV	02/22/2024	122053			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-820-0000-00000-530100			Prof Cont	125.37				
							125.37		
						CHECK TOTAL	4,316.67		
7353	SOLO MANAGEMENT SERVI	0000	123	INV	02/22/2024	117			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-00	000-530100			Prof Cont	2,350.00			
						,	2,350.00		
						CHECK TOTAL	2,350.00		
6663	SUSP. INC	0000	213	INV	02/22/2024	2196			
0000		0000	210		02/22/2024	LINE AMOUNT			
	1 5000-870-0000-00	000-520100			Supplies	154.37			
	2 5000-870-0000-00				Prof Cont	6,412.50			
	2 0000 0.0 0000 00	000 000.00			1101 0011	0,112.00	6,566.87		
						CHECK TOTAL	6,566.87		
1547	VERITIV OPERATING COM	0000		INV	02/22/2024	619-36283340			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 1000-825-0000-00	000-520100			Supplies	407.78			
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#### ACCOUNTS PAYABLE EDIT

#### **Detail Invoice List**

CHECK RUN: MJ022224 02/22/2024 DUE DATE: 02/22/2024

CASH A	CCOUNT: 9999-000-0000-0000	0-100100		A	'P Cash			
VENDOR		REMIT	PO TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						407.78		
1547	VERITIV OPERATING COM	0000	INV	02/22/2024	619-36279640			
	ACCOUNT DETAIL				LINE AMOUNT			
	1 1000-825-0000-0	0000-520100		Supplies	213.49			
						213.49		
					CHECK TOTAL	621.27		
128	INVOICES		WARRANT TOTAL		136,997.98	136,997.98		
		CAS	H ACCOUNT BALANCE			-12,131,209.05		

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#### City of Lemoore ACCOUNTS PAYABLE EDIT

 Check Run Summary

 CHECK RUN:
 MJ022224
 02/22/2024

 DUE DATE:
 02/22/2024
 02/22/2024

UND		ACCOUNT		AMOUNT	AVLB BUDGET
000	General	1000-000-0000-00000-202100	Customer Deposits	250.00	
000	General	1000-815-0000-00000-520100	Supplies	128.35	904.00
000	General	1000-820-0000-00000-530100	Professional Contract	444.78	86,083.08
000	General	1000-825-0000-00000-520100	Supplies	2,481.30	63,284.40
000	General	1000-825-0000-00000-530100	Professional Contract	2,450.00	44,222.15
000	General	1000-830-0000-00000-510150	Training	3,558.00	63,267.59
000	General	1000-830-0000-00000-520100	Supplies	1,688.45	153,346.42
000	General	1000-830-0000-00000-530100	Professional Contract	7,671.60	37,132.56
000	General	1000-835-0000-00000-520100	Supplies	619.19	31,528.40
000	General	1000-840-0000-00000-520100	Supplies	43.79	2,945.83
000	General	1000-845-0000-00000-530100	Professional Contract	3,871.89	15,497.21
000	General	1000-850-0000-00000-520100	Supplies	53.55	51,890.52
			FUND TOTAL	23,260.90	
CASH ACCOUNT	9999-000-0000-00000-100100	BALANCE -12,131,209.05			
000	Water	5000-870-0000-00000-520100	Supplies	537.58	181,440.20
000	Water	5000-870-0000-00000-520110	Supplies - Chlorine	4,333.82	97,266.91
000	Water	5000-870-0000-00000-530100	Professional Contract	6,412.50	823,246.03
000	Water	5000-875-0000-00000-520100	Supplies	42.78	177.08
			FUND TOTAL	11,326.68	
CASH ACCOUNT	9999-000-0000-00000-100100	BALANCE -12,131,209.05			
100	Sewer	5100-885-0000-00000-520100	Supplies	787.26	694,894.20
100	Sewer	5100-885-0000-00000-530100	Professional Contract	1,637.00	266,283.89
			FUND TOTAL	2,424.26	
CASH ACCOUNT	9999-000-0000-00000-100100	BALANCE -12,131,209.05			
200	Refuse	5200-880-0000-00000-520100	Supplies	108.04	29,318.37
200	Refuse	5200-880-0000-00000-530100	Professional Contract	99,878.10	124,907.30
CASH ACCOUNT	9999-000-0000-00000-100100	BALANCE -12,131,209.05	FUND TOTAL	99,986.14	
		, ,	WARRANT SUMMARY TOTAL	136,997.98 136.997.98	

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